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Supreme Court, U.S.
FILED

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OFFICE OF THE CLERK

No._____

In The

Supreme Court of the United States

Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corporation; DTL-USA, Inc.; and General Homes, Inc., (The "Alliance Entities"),

Petitioners,

v.

Visiting Nurse Association of Ridgefield, Inc.; Thomas F. Reynolds; Joyce Ligi; Helena Nicholas; Washington Mutual Bank, F.A.; Sandy McArthur; Paul Rossitto; Rene Heinecke; Eugene Grant, Esq.; Robert Nagro; Richard Solomon; Ridgefield Bank; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoeing, Esq.; David Stone, Esq.; Ira Millstein, Esq.; Marvin Jacob, Esq.; Reynolds and Rowella, LLP., PricewaterhouseCoopers, LLP/Kesselman;

Respondents.

On Petition For Writ Of Certiorari
To State of Connecticut Supreme Court Chief Justice

PETITION FOR WRIT OF CERTIORARI Vol. II of III

Yvonne Liebel, pro se
P.O. Box 1153, 106 Great Hill Rd.
Ridgefield, CT 06877
T: 310-657-2771 F: 310-657-2731
Cell: 310-435-0769

J.L. Chestnut, Jr., Esq.,
Chestnut, Sanders, Et Al., PC
P.O. Box 1290, One Union St.
Selma, AL. 36702-1290
T: 334-875-9264 F: 334-875-9375

APPENDIX D13

"The Execution"

DOCKET NO.: (S.C.16718; A.C. 22832; A.C.22893; SP02-10636)

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	: STATE OF CONNECTICUT
	: SUPREME COURT
VS.	:
THE ALLIANCE FOUNDATION, INC.	: MAY 14, 2002

MOTION FOR REVIEW PURSUANT TO C.G.S.A. SECTION 66-6 and 61-14

The Defendant/Appellants, The Alliance Foundation, Inc.; Yvonne Liebel; DTL-USA, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc.; (the "Alliance Entities") in the above captioned matter respectfully request that the Court reviews the Danbury Superior Court's decisions (Ginnocchio, J.) to grant the Plaintiff's "Motion to Grant Execution for Immediate Possession" and execute an eviction, notwithstanding an automatic stay pursuant to C.G.S.A. Sections 47a-35; 61- 11; 71-6; 51-199(11), as more specifically described below.

Brief Legal history: All of the trial Court's decisions in this matter have been on appeal from the outset of this summary process eviction, alleging due process violations by the Court, beginning with the first decision appealed on March 4, 2002. The Court's decision at the trial, stating that the Defendant owed rent to the Plaintiff, sufficient to cause its eviction, is on appeal, therefore, the Defendants/Appellants did not comply with the Court's order to pay any additional rent nor file a stay of execution that would support such accusation and order.

The Court's final Judgment to have the Defendant evict the premises for non- payment of rent, rendered on April 22, 2002; the Court's granting the Plaintiff's Motion to Grant Execution for Immediate Possession, and order to execute said decision on May 13, 2002 on the basis that the Defendant's appeals were filed for delay and thereby terminating the automatic stay, continue to deprive the Defendant, The Alliance Foundation, Inc. and its related entities a full review of the significant constitutional and fraudulent matters associated with this action, designed to serve the Plaintiff's board members' long standing agenda to destroy the Alliance Foundation, Inc. as more specifically described in two separate actions filed against the entities they represent.

Specific Facts:

Please See Next Page.

On May 13, 2002, the date the trial court rendered its decision to execute immediate eviction against the Defendant, contrary to the automatic stay pursuant to C.G.S.A Sections 47a-35 and 61-11, the following decisions were pending in the Supreme/Appellate Court with regard to this matter:

1. A Supreme Court decision pursuant to C.G.S.A. Section 51-199(11), as Stated in the Attached Preargument Conference Form filed on May 6, 2002;
2. Motions to Consolidate this matter with related appeals filed on April 15, 2002 and May 8, 2002;
3. Motions for Reconsideration pursuant to Section 71-6 of the Chief Justice decision to deny appeal pursuant to 52-265a, dated April 12 and 15, 2002;

Notwithstanding the above reasons for review of the trial Court's decision to execute this eviction, the eviction notice filed for non-payment of rent for the months of September-December 2001 should have never been filed, as the Alliance Entities paid their rent for these months per their amended agreement with the Plaintiff's president, Helena Nicholas (per transcript). The Judgment entered by the trial Court is respectfully unacceptable to these aggrieved Defendant/Appellants as the Plaintiff's president clearly admitted to receiving the rent check (per transcript), and pursuant to Section 47a-19: "Acceptance of rent with the knowledge that such rent is overdue constitutes a waiver of the landlord's right to terminate the rental agreement for the tenant's failure to pay such rent when it was due."

Legal Basis:

The trial court's decision to terminate the stay by executing an order to evict is not only premature due to pending appeals and motions in the Supreme/Appellate Court, but contrary to the automatic stay pursuant to C.G.S.A Sections 47a-35 and 61-11.

Further, the numerous pleadings filed by the Defendant/Tenant in this matter do not constitute delay, but an outrage and zeal to defend against this unjustly eviction and a Trial Court that consistently violated the Defendant/Tenant constitutional rights in favor of the Plaintiff.

Conclusion:

For the forgoing reasons and in the interest of justice, the Defendant/Appellants respectfully request that the Court enters a decision to stay all proceedings until appeals and pending motions have been decided.

THE DEFENDANT/APPELLANTS
THE ALLIANCE ENTITIES

BY_____
YONNE LIEBEL, Their Agent
P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The foregoing motion having been heard, it is hereby ordered:

Granted/Denied

_____
The Court

CERTIFICATION: The standard form.

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

May 13, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By fax : 203-207-8642 and Hand delivered to Appellate/Supreme Court

Attn: Ms. Robin Smith (w/encls.)
Deputy Chief clerk

Re: Marking-"off" May 13, 2002 hearing on Plaintiff's Motion to Grant Execution; The Visiting Nurse v. The Alliance Foundation, Inc. SP-02-10636-S

Dear Robin:

The undersigned requests that the hearing scheduled for today be marked "off" as the undersigned only found out about the Plaintiff's Motion and the hearing on Friday afternoon, May 10, 2002 by calling the Court (no fax or letters were received from the Danbury Court or Attorney Williams to their California office listed on the current Appearance Form prior to that) and the undersigned was unable to reach you on Thursday. Also, the undersigned has to file the attached Addendum to the Appellate Court first thing Monday, May 13, 2002, the 20th day from the date of eviction judgment of April 22, 2002 (faxes are not accepted at the Appellate Court). In regardless of the Court's decision, kindly file the attached

Defendant's Objection to the Plaintiff's Motion to Grant Execution for Immediate Possession.

Further, please advise the Court that Attorney John Williams is absolutely not authorized to represent The Alliance Foundation, Inc. in any proceedings, since he was dismissed on March 13, 2002. Attached please find for filing a new Appearance Form pursuant to C.G.S.A. Section 52-73 signed by Yvonne Liebel as Agent for the Alliance Entities. To date these entities are still unable to retain zealous counsel to defend their claims. Considering the above circumstances, the undersigned respectfully requests that the hearing scheduled for May 13, 2002 be marked "off" until all appeals have been decided.

I thank you for your time and attention to this matter.

Respectfully yours,
/S/YVONNE LIEBEL
Agent for the Alliance Entities
Per enclosed Certification

DOCKET NO.: SP02-10636 (A.C. 22832 ; S.C.16718 ; A.C.22893)
VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC. : DANBURY SUPERIOR COURT
: AT DANBURY
VS. : G-3
THE ALLIANCE FOUNDATION, INC. : MAY 13, 2002

OBJECTION TO PLAINTIFF'S MOTION TO GRANT EXECUTION FOR IMMEDIATE POSESSION

The Defendant/Appellants, The Alliance Foundation, Inc.; Yvonne Liebel; DTL-USA, Inc.; Alliance Capital, Inc.; Alliance

International Development Corp.; and General Homes, Inc.; (the "Alliance Entities") in the above captioned matter hereby object to the Plaintiff's "Motion to Grant Execution for Immediate Possession" and request that the Court denies said motion for the reasons stated in their "Addendum to Appeal taken to the Supreme Court on April 26, 2002 Pursuant to C.G.S.A. Section 51-199(11) as Stated in the Attached Preargument Conference Form filed on May 6, 2002 Pursuant to P.B. Section 63-4" dated May 13, 2002 appended hereto and incorporated by reference herein; In their Motions to Consolidate filed with this Court on April 15, 2002 and May 8, 2002; In their appeals filed pursuant to Sections 63-3 and 63-4, on April 26, 2002 and May 6, 2002; and for the reasons described below:

1. Pursuant to Section 71-6 of Rules of Appellate Procedure, " Unless the chief justice or chief judge shall otherwise direct, any stay of proceedings which was in effect during the pendency of the appeal shall continue until the time for filing a motion for reconsideration has expired, and, if a motion is filed, until twenty days after its disposition, and, if it is granted, until the appeal is finally determined." On April 15, 2002, the Defendant/Appellants filed a Motion for Reconsideration with the Supreme/Appellate Court, requesting reconsideration of the Chief Justice decision dated April 3, 2002, denying the appeal to the Supreme Court pursuant to C.G.S.A. Section 52-265a, on the basis of a procedurally defective Court filing. The Trial Court decisions appealed included but were not limited to decisions made on March 25, 2002 denying the Defendant's counsel, John R. Williams' Motion to Withdraw and denying the Defendant/Appellants Motion to File Third Party Complaint against the Plaintiff's board members, Thomas F. Reynolds and Joyce Ligi, and its officer and president, Helena Nicholas. The Motion for Reconsideration is still pending. An order granting the Plaintiff's Motion to Execute for Immediate Possession prior to a decision by the Supreme/Appellate Court on said Motion for Reconsideration would violate Section
71-6; would cause significant harm to the Defendant/Appellants in this litigation; and would result in substantial injustice to the

Alliance Entities who have been greatly harmed by this fraudulent and malicious eviction initiated by the Plaintiff's board of directors (per transcript).

2. Pursuant to C.G.S.A. Section 63-4, on May 6, 2002, Defendant/Appellant appealed to the Supreme Court pursuant to C.G.S.A. Section 51-199 (11). The Court's decision is still pending. Similarly, Motions to Consolidate all related actions in the Supreme/Appellate Court filed on April 15, 2002 and May 6, 2002 are still pending.

3. In addition, an automatic Stay of Execution exists in this matter pursuant to C.G.S.A Sections 61-11 and 47a-35. Considering the facts in this unlawful and frivolous eviction action, the harassment caused to the Alliance Entities and the costs to defend this outrageous act, any argument by the Plaintiff that this appeal was filed for the purpose of delay, as stated in the Plaintiff's Motion to Grant Execution, is a continued fabrication of the facts for the purpose of advancing the goals of the conspiracy to destroy the Alliance Entities by the Plaintiff's board of directors as more specifically described in the two complaints filed against them by the Alliance entities in December 1999 and February 2002 (See Exhibit A, a sworn affidavit by Thomas F. Reynolds dated April 28, 2002, admitting to conspiring with Defendants in related actions to destroy the Alliance Foundation, Inc.)

4. Notwithstanding the above reasons to deny the Plaintiff's Motion, the eviction notice filed for non-payment of rent for the months of September-December 2001 should have never been filed, as the Alliance Entities paid their rent for these months per their amended agreement with the Plaintiff's president, Helena Nicholas (per transcript). The Judgment entered by the Court is respectfully unacceptable to these aggrieved Defendant/Appellants as the Plaintiff's president clearly admitted to receiving the rent check (per transcript), although the Defendant's counsel failed to enter the check as an exhibit during the trial (per transcript), pivotal to the

case, as on the face of the check it was clearly marked that the amount paid was for the months of September-December 2001. Notwithstanding these facts, pursuant to Section 47a-19:
"Acceptance of rent with the knowledge that such rent is overdue constitutes a waiver of the landlord's right to terminate the rental agreement for the tenant's failure to pay such rent when it was due."

5. What has transpired during the trial clearly demonstrates how subtle yet deadly an attorney's betrayal can be; Why the Defendant/Appellants dismissed Attorney Williams; Why the Defendant/Appellants consider the Summary process proceedings unconstitutional for disallowing Yvonne Liebel, the Alliance Entities' Agent to represent their claims, contrary to C.G.S.A. Section 52-73; and finally, Why the trial hearing was unconstitutional, for forcing Attorney Williams to represent his clients, against their will.

In Conclusion:

For the forgoing reasons and in the interest of justice, the Defendant/Appellants respectfully request that the Court denies the Plaintiff's Motion to Grant Execution for Immediate Possession.

THE DEFENDANT/APPELLANTS
THE ALLIANCE ENTITIES

BY_____
/S/YVONNE LIEBEL, Their Agent
P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

VOL. III

CERTIFICATION: Standard form.

Docket No. A.C. 22832

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	: STATE OF CONNECTICUT
VS.	: APPELLATE/SUPREME COURT
THE ALLIANCE FOUNDATION, INC.	: MAY 15, 2002

MOTION FOR STAY OF EXECUTION PURSUANT TO SECTIONS: 61-11; 61-14; 61-1(4) (R),AND SECTION 66-6 PER MOTION FOR REVIEW FILED ON MAY 14, 2002 (INCORPORATED BY REFERENCE HEREIN)

Pursuant to Sections 61-11; 61-14; 61-1(4)(R) and Section 66-6 of Rules of Appellate Procedure, the Defendant-Appellants in the above captioned action, The Alliance Foundation, Inc., and Yvonne Liebel with related entities: DTL-USA, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc. (the "Alliance Entities") respectfully request that proceedings in the above captioned matter will be stayed until final determination of the appeal(s) have been decided by the Supreme/ Appellate court as permitted by the above mentioned sections of Rules of Appellate Procedure.

Brief History:

1. On April 22, 2002 a Judgment to evict for the Plaintiff was entered by the Danbury superior Court (Ginnoccio). Neither

the Court nor Counsel for the pro se Defendant/Appellants instructed them to post a bond or deposit any funds in rent and/or use and occupancy with the Court within five days following the rendering of said Judgment, Pursuant to C.G.S.A. Section 47a-37 (per transcript and fax communications from counsel).

2. On April 26, 2002 (within 5 days of Judgment) Defendant/Appellants filed an Appeal from the Court's final Judgment Pursuant to 61-1 (C.G.S.A. section 51-197a). Pro se Defendant/Appellants did not file a Stay of Execution in the matter because the Court's Judgment pursuant to 61-1; 61-1(4); and 61-1(4)(R) automatically stayed proceedings as follows: Pursuant to 61-1 "An aggrieved party may appeal from final judgment, except as otherwise provided by law"; Pursuant to 61-1(4) a final judgment defined as when "the rights of a party are concluded by the order, and the order terminates a separate and distinct proceedings."; Pursuant to 61-1(4)(R) "Trial court rulings, whether final or not, should be stayable by the appellate court on motion, if necessary, to preserve eventual appellate review." Once a Judgment to Evict and an Execution has been ordered/exercised, appellate review will be forever lost.

3. On May 3, 2002, the Plaintiff filed a Motion for Immediate Possession of Commercial Premises Notwithstanding Pendency of Defendant's Appeal from Judgment" (See the Motion attached to the Defendant/Appellants' "Motion for Review Pursuant to section 66-6" filed with the Supreme/Appellate clerk on May 14, 2002).

4. On May 6, 2002 Defendant/Appellants filed supplement documents Pursuant to Section 63-4 and motions to consolidate this action with all related actions, which pleadings are pending in Supreme/Appellate Court.

5. On May 13, 2002 the Trial Court held a hearing on the Plaintiff's motion in spite of an oral request by the Defendant/Appellants on May 10, 2002, and a written request on May 13, 2002 to mark "off" the hearing for not having sufficient time to prepare; for having to file in person an "Addendum to Appeal" due on that date at the Appellate Court; for not having counsel; and for the automatic stay in place, due to the pending appeal(s) and motions in the Supreme/Appellate Court.

6. Also on May 13, 2002, the Defendant/Appellant filed with the Trial Court (by fax) an "Objection" to the Plaintiff's Motion (copy of which was filed with the Appellate Court on May 13, 2002).

7. On May 13, 2002, the Trial Court granted the Plaintiff's Motion and issued an Execution Judgment to evict the Defendant/Appellants.

8. On May 14, 2002, Defendant/Appellants filed a "Motion to Review" the Trial Court Order with the Appellate/Supreme Court Clerk.

Specific Facts:
The specific facts have been described above.

Legal Grounds:
Legal grounds have been described above.

In Conclusion:

Considering the above issues and the Defendant/Appellants rights to appeal the Trial Court final Judgment and Execution, and in the interest of justice, the Defendant/Appellants respectfully request that Judgment and Execution in favor of the Plaintiff will be

stayed until Supreme/ Appellate Court had reached a final determination of the issues on appeal.

THE DEFENDANT/APPELLANTS, The Alliance Foundation, Inc.; Yvonne Liebel; Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

By_____
Yvonne Liebel, their Agent (C.G.S.A. Section 52-73)
8913 Olimpic Blvd. P.O.Box 1153
Beverly Hills, CA 90211 Ridgefield, CT 06877Tel:
310-657-2771/ Fax: 310-657-2731/Cell: 310-435-0769

ORDER

The forgoing motion having been heard, it is hereby ordered:

Granted/Denied

The Court

_____

CERTIFICATION; Standard Form.

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PO ZIP CODE
06062

DAY OF DELIVERY
NEXT

DATE IN
5-20-02

12 NOON

POSTAGE
$19.15

TIME IN
5:00 PM

WEIGHT
2lbs. 7 ozs.

Acceptance Clerk Initials
B

TOTAL POSTAGE & FEES
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FROM: phone (310) 435-0769

Yvonne Liebel
P.O.Box 1153
Ridgefield, CT 06877

TO: phone (435-0769)

Herbert Rosenberg
80 Grove St.
Ridgefield, CT 06877

FOR PICKUP OR TRACKING CALL 1-800-222-1811
WWW.usps.com

Note: FedEx receipt for the appeal package to Landlord's Attorney. Similar packages were FEDEXED on 5/22/02 to Ms. Robin Smith, deputy Chief Clerk, at the Danbury Superior Court Tracking Number 832678697960 And to Christopher Molyneaux at the Voog Law Offices, Ridgefield, Connecticut, Tracking Number 832678697971 with the following hand written letter enclosed:

Page 1 of 3 Pages

THE ALLIANCE FOUNDATION, INC.

5/20/02

Ms. Robin Smith
146 White St.
Danbury, CT 06810 Via Express Mail

Dear Ms. Robin:

Enclosed for filing in the case of Rene Heinecke vs. Yvonne Liebel Docket # 98-0333546-S, a copy of appeal documents pursuant to P.B. Sections 63-3 and 63-4 plus other documents as listed below including a motion to consolidate this case with numerous other cases pending in the Danbury Superior Court and Waterbury Superior Court. A copy of this package was also mailed to Attorney Christopher J. Molyneaux at 90 Grove St. Suite 104, Ridgefield, CT 06877. The following list of documents was filed at the Appellate/Supreme Court in Hartford:

List of Documents:

1. Appeal-Civil form dated 5/15/02 to Supreme Court;
2. Statement for Preargument Conference; (1 page);
3. Docketing Statement (16 pages) including Certification;
4. Preliminary Statement of the Issues (3 pages);
5. Preliminary Designation of Pleadings (4 pages);
6. Application for Certification to Supreme Court Pursuant to G.S. Sections 51-199(9); 51-199(2); appealing among other, Waterbury Superior Court decisions also the Appellate Court decisions to dismiss the appeals in the Visiting Nurse Association vs. Alliance Execution order (11 pages including certif. Page) and Exhibits: Execution Order; Appellate Court decisions to Dismiss Motion for Review & Motion for Stay of Execution; Appellate Court Orders (4) to Waterbury Superior Court to rule on opposing parties' Motions to Default and Dismiss Appeals; 4 orders entered by Waterbury Superior Court granting the Motions;
7. Docket Sheets for all 7 cases captioned in appeal;
8. Memorandum of Decision in 4 cases pending in the Waterbury Superior Court;
9. Motion to Consolidate this action with the 6 other actions (11 pages including Certif. Page) and Exhibits in the case (45 pages); & Memoranda of Law (2 pages);
10. Cover letter to Supreme Court & Appearance Form dated 5/13/02 for all Cases;
11. Memorandum of Law filed in this case on Feb 20, 2001, "to Further Support the Defendant's Motion for Nonsuit" (Motion was denied by the Court). Motion included exhibits (11 pages + 44 pages of Exhibits.)

I thank you for your assistance in this matter.

/S/Yvonne Liebel
Founder & CEO
The Alliance Entities

P.O. Box 1153

Ridgefield, CT 06877

JUN- 4-02 TUE 3:20 PM (FAX TRANSMISSION)

From: HERBERT F. ROSENBERG ATTORNEY PHONE NO. 203 431 4021 Jun, 04 2002 3:24 PM P01

Law Offices Of
HERBERT F. ROSENBERG
80 Grove Street
Ridgefield, Connecticut 06877

HERBERT F. ROSENBERG
Admitted Attorney in
Connecticut & Florida

Tel: 203-438-5324
Fax: 203- 431-4021

Ms. Yvonne Liebel
P.O. Box 1153
Ridgefield, CT 06877

May 24, 2002

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. D.N 02-10636 S (Superior Court, GA-3 at Danbury)- Summary Process

Dear Ms. Liebel:

When you telephoned my office May 16th you requested that I not have the execution upon the above-referenced summary process judgment served for a few days, to allow you time to decide to what location you wished to remove the property of The Alliance

Foundation. I agreed to wait until this past Tuesday, May 21st for you to notify me or the VNA as to when your company would be vacating the VNA's office space. You did not contact my office or the VNA. Accordingly, the State marshal served the execution on Wednesday, may 22nd, and the VNA retained the services of a locksmith to gain entry and change locks, and, on Thursday, May 23rd, in the presence of the State Marshal the VNA inventoried items found within.

The VNA will store all inventoried items within the former office space of The Alliance Foundation for fifteen (15) days, and will thereafter dispose of them as they deem appropriate in accordance with section 47a-42a of the Connecticut general statutes. If The Alliance Foundation wishes to remove these items, and not forfeit ownership thereof pursuant to said statute, the alliance foundation may contact Ms. Helena Nicholas at the VNA to arrange to have access to the office space at a specific date and time to be agreed upon with the VNA, for the limited purpose of The Alliance Foundation removing all items from the office premises. The Alliance Foundation will be required to deliver a certified check to the VNA in the amount of $ 6,698.59 which will include the following expenses incurred by the VNA to this date: attorneys fees (5,552.29), locksmith ($756.30), state marshal's fees ($250.00) and cost of boxes and tape for storage ($140.00).

Yours truly,
/S/
Herbert F. Rosenberg

HFR/hs

Cc: John R. Williams, Esq.
Cc: Ms. Helena Nicholas (VNA)

(Hand written note by Mr. Rosenberg: Faxed by request to Ms. Liebel 310-657-273 - 16/4/02)

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

June 5, 2002

Herbert F. Rosenberg, Esq.
80 Grove Street
Ridgefield, Connecticut 06877
Tel: 203-438-5324

By Fax and Express Mail 203-431-4021

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. D.N 02-10636 S (Superior Court, GA-3 at Danbury)- Summary Process

Dear Mr. Rosenberg:

Following my call to your office yesterday requesting a fax of your letter dated May 24, 2002, I received it at 3:24 P.M. I suppose the content of your letter was not considered by you important enough to merit a fax to me on or about the date you wrote it, nor to mail a copy to my California office listed on my appearance form with the Court, to where you have sent communications in the past.

Let me begin by saying that I was stunned by the inaccuracies of your statements with regard to our conversations and understandings; the unlawful financial requirements made in

your letter; and the unlawful conduct with regard to execution of this eviction as follows:

1. **Your Statement:** "When you telephoned my office May 16th you requested that I not have the execution upon the above-referenced summary process judgment served for a few days, to allow you time to decide to what location you wished to remove the property of The Alliance Foundation. I agreed to wait until this past Tuesday, May 21st for you to notify me or the VNA as to when your company would be vacating the VNA's office space. "

   My Response: When I called you on May 16th, I wanted to find out what you planned to do following the execution order and when you planned to do it. I explained that I was not certain as to what I would or could do, however, if I decided or were able to move The Alliance Foundation's properties it would be to the guest-house on my property which I would first need to secure. I explained that the move is massive and preparing for it would require at least 3 weeks. You offered to give me until Tuesday, May 21st, to get back to you with my answer. I absolutely did not promise you that I would remove the Alliance properties nor that any indecision was with regard to where I would move said properties;

2. **Your Statement**: "You did not contact my office or the VNA."

   My Response: On Tuesday, May 21st, 2002, as scheduled, you received from me an appeal package by Express Mail (Tracking No. * ET945119512US, weighing 2.7lbs at a cost of $19.75), appealing the Court Execution Order and other decisions. I filed the original with the Supreme/Appellate Court and copies of the Appeal were also FedExed to the Danbury Court. As legal counsel you should have

understood from these documents that I did not agree with the Court's ruling and therefore any removal of the Alliance properties would be pending a Court ruling on the appeal.

3. **Your Statement**: "Accordingly, the State marshal served the execution on Wednesday, May 22nd, and the VNA retained the services of a locksmith to gain entry and change locks, and, on Thursday, May 23rd, in the presence of the State Marshal the VNA inventoried items found within."

My Response: Knowing you received the appeal package on Tuesday the 21st, and as counsel you would hold off on execution of the eviction until the Court rendered its ruling, and not receiving a call from you or any notice from you by fax or mail to my California office, alerting me to the eviction, I traveled to Ridgefield on Friday, May 24th. On my residence' door there was an Execution for Possession order signed by State Marshal, James, E. Sullivan. The document did not contain a date and time for the eviction as required by State Law. I was shocked to see the notice and perplexed by the absence of a deadline. I then immediately drove to The Alliance offices, only to learn from the VNA's president, Helena Nicholas, that the eviction had already taken place and the Alliance Foundation's locks were changed. Also, that on Thursday, May 23rd, Ms. Nicholas and the Marshal unlawfully entered the premises and "spent all day" taking inventory of the Alliance properties. Ms Nicholas informed me I could not get into the offices, as Alliance owed money to the VNA and to expect a letter from your office on this matter. The Connecticut Supreme/Appellate Court orders dismissing the appeal did not go out until May 23, 2002. Notwithstanding the facts that you did not mail or fax me your letter to the address listed with the Court; that the Marshal's Order was without a stated deadline; and that the Marshal did not make any efforts to contact me within the 24 hours preceding the

eviction to the addresses available on file with the Court, in violation of C.G.S. Sec. 47a-42a, serving the notice, entering the premises and taking inventory prior to the Appellate Court ruling on the appeal and before I had a chance to receive the Court's ruling, is in clear violation of State laws.

4. **Your Statement**: "The VNA will store all inventoried items within the former office space of The Alliance Foundation for fifteen (15) days, and will thereafter dispose of them as they deem appropriate in accordance with section 47a-42a of the Connecticut general statutes. If The Alliance Foundation wishes to remove these items, and not forfeit ownership thereof pursuant to said statute, the Alliance Foundation may contact Ms. Helena Nicholas at the VNA to arrange to have access to the office space at a specific date and time to be agreed upon with the VNA, for the limited purpose of The Alliance Foundation removing all items from the office premises. The Alliance Foundation will be required to deliver a certified check to the VNA in the amount of $ 6,698.59 which will include the following expenses incurred by the VNA to this date: attorneys fees (5,552.29), locksmith ($756.30), state marshal's fees ($250.00) and cost of boxes and tape for storage ($140.00)."

My Response: Your requirements to pay the expenses stated above is in violation of C. G. S. Sec. 47a-42a which clearly states: " If you do not claim your possessions and personal effects and pay the removal and storage costs within 15 days after the date listed below, your possessions and personal effects will be forfeited to the landlord." There is no mention in the statute of attorney's fees; locksmith fees or state marshal fees.

Mr. Rosenberg, please be advised that I view this eviction and your statements and actions as extreme violations of State laws

and as an assault on my personal rights and the Alliance Entities' rights as all our operations were administrated from these offices. Also, please be advised that the appeal process is not yet terminated, as the Alliance Entities plan to appeal the Chief Justice ruling of April 3, 2002, denying the direct appeal to the Supreme Court and all subsequent Court decisions in this eviction fiasco, to the United States Supreme Court. A removal of any of The Alliance Foundation, Inc.'s properties or any of the other corporations' properties (Alliance Capital, Inc.; Alliance International Development Inc.; DTL-USA, Inc.; Alliance Capital, Inc.), including but not limited to any documentation, on June 8, 2002, as stated in your letter, will cause the filing of criminal charges against your Client(s) in this and all other related matters, and a complaint against you personally with the Connecticut Bar Association.

Yours truly,

Yvonne Liebel
Founder and CEO

Enc. Marshal's Notice/Rosenberg's Fax
(By fax and Certified/Returned Receipt mail)
Cc: Supreme/Appellate Court/ Chief Clerk, Francis J. Drumm
Danbury Superior Court, Robin Smith/Ginnochio, J.
Waterbury Superior Court, Sheldon, J.
Helena Nicholas, VNA president
John R. Williams, Esq.
All counsel of record in related matters.

THE ALLIANCE FOUNDATION, INC.

Yvonne Liebel
Founder & CEO

8913 Olimpic Blvd. Suite 101
Beverly Hills, CA 90211

P.O. Box 1153
Ridgefield, CT 06877
Cell: 310-435-0769

Phone: 310-657-2771
Fax: 310-657-2731

June 6, 2002

Mr. Reid Parrington
Office of the Attorney General
Public Charities Unit
55 Elm St.
Hartford, CT 06106

Dear Mr. Parrington:

It was indeed a pleasure speaking with you on Thursday, May 16, 2002. I do hope that my letter to you will commence an investigation in the matter of The Alliance Foundation, Inc. ("Alliance"), the 501(c)(3) public charity I established in Connecticut in 1990, and the two private letter tax rulings I originated on its behalf in November 1991 and December 1996 respectively.

As we discussed, enclosed please find documents to support my allegations against officers and professional entities that served Alliance for about a decade, after which, through a conspiracy to destroy it, covertly swindled its assets, its breakthrough intellectual properties and its contributors in order to serve their business and personal interests. Their collective power is so great that from early 1997 to late 1999 I was unable to bring a lawsuit against them, and when I finally did, I was unable to keep zealous counsel to represent Alliance's interests due to threats and manipulations of any attorney who assisted me or appeared on Alliance's behalf. As a result I ended up representing Alliance myself including the preparations and filings of pleadings although I'm not an attorney. Because I do not have a law license, the Foundation's claims are continuously being threatened as the Defendants file motions to dismiss/default its claims on the basis Alliance can only be represented by counsel.

Without my representation, however, the Alliance would remain without any representation whatsoever or, in the alternative, with a representation that would be adverse to its interests, which is the Defendants' intended objective.

I respectfully ask that the office of the Attorney General urgently investigate this matter, as I'm unable to pursue an appropriate civil suit or an investigation due to the Defendants' severe interference with counsel and the judicial system, nor file tax returns, conduct Alliance business or pursue the public mission for which it was established.

I'm also extremely concerned about an unlawful eviction brought against the Foundation for non-payment of rent by its landlord's board of directors (the two board members represent two of the Defendants in the Alliance action), which rent was paid by me on Alliance's behalf. Due to the representation controversy the Defendants managed to get a local judge in the Danbury Superior Court to render an Execution Order on May 13, 2002, which appeal was dismissed by the Appellate Court and is now on appeal to the Connecticut Supreme Court. Frankly, because I filed the appeals myself, I don't have much hope for a successful ruling, and I'm extremely concerned about the landlord removing records from the Alliance's offices, as this would hinder the investigation to the Defendants' advantage.

Names of the Defendants in the Alliance Third Amended Complaint:

Eugene M. Grant (NY attorney/businessman and former chairman of Alliance, mid 1993-mid 1997); Robert Nagro (Former IBM Exec. and former VP operations of Alliance. Mr. Nagro was recommended for the position by Alliance's board member, Ms. Maria Cisyk, mid 1995- mid 1997); Richard Solomon (former securities trader and Alliance's former treasurer. Mr. Solomon was recommended to Alliance by Mr. Eugene Grant, mid 1995-mid

1997); Ridgefield Bank (Alliance's exclusive financial institution. Joyce Ligi is Vice President of Ridgefield Bank and on the board of directors of the Visiting Nurse Association of Ridgefield, Inc., 1989-1998); Reynolds and Rowella LLP (Alliance's exclusive accounting firm. Thomas F. Reynolds is on the boards of directors of the Ridgefield Bank and the Visiting Nurse Association of Ridgefield, Inc., 1987- 2001); Weil, Gotshal and Manges LLP; David Stone; Mark Hoenig; Ira Millstein; Marvin Jacob (Alliance's pro bono law firm and their counsel, 1990-1998. The firm and its members conspired with the above mentioned Defendants to destroy Alliance and take over its assets); Bridge to Brotherhood, Inc.(the charity established by Weil, Gotshal and Manges LLP, with forced or willing collaboration with other Defendants, two weeks after Alliance received its IRS private letter tax ruling, which replaced The Alliance Foundation, Inc. by covertly taking over its assets, mission, contributors, and private letter tax rulings, and thereby causing its demise); PriceWaterhouseCoopers, LLP/Kesselman and Kesselman, LLP (the accounting firm that fraudulently collaborated with Weil, Gotshal and Manges and others in establishing Bridge to Brotherhood, Inc. and the destruction of The Alliance Foundation, Inc.)

Enclosed Exhibits in eviction action: Visiting Nurse of Ridgefield, Inc. vs. The Alliance Foundation, Inc.:

EXHIBIT A: A letter from The Alliance Foundation, Inc. Founder and CEO, Yvonne Liebel to Attorney Herbert Rosenberg, dated June 5, 2002; and a sworn affidavit by Thomas F. Reynolds dated April 28, 2000 admitting to conspiring with other Defendants to issue a draft of a Management Letter by him/his firm that contained inappropriate and misleading information about the Foundation (I later found out that the firm issued a signed letter by Mr. Reynolds, not only a draft as sworn to in the letter. This Management Letter distributed to contributors, almost single handedly destroyed the Alliance Foundation and my personal and professional reputation, as well as the relationship with contributors). Thomas F. Reynolds is

one of two board members of the Visiting Nurse Association of Ridgefield, Inc., the Foundation's landlord, who made the decision to unlawfully evict the Foundation;

EXHIBIT B: A Complaint against the Ridgefield Bank alleging unlawful banking conduct with DTL-USA, Inc.'s funds, a marketing arm of The Alliance Foundation, Inc. The landlord's other board member who participated with Thomas F. Reynolds in the decision to evict the Foundation, Joyce Ligi, is vice president in the Ridgefield Bank;

EXHIBIT C: A letter of agreement amending the lease rent schedule between Helena Nicholas, President of the Visiting Nurse Association of Ridgefield, Inc. and myself confirming receipt of a $5000.00 good faith deposit for the agreement and confirming the break-in and flooding of the Alliance' offices on October 25, 2000 (the break-in occurred a day after Reynolds and Rowella LLP became a Defendant in Alliance's complaint);

EXHIBIT D: A copy of the $5000.00 good faith check dated 8/22/01 I paid on behalf of Alliance for the amended agreement;

EXHIBIT E: A copy of a $1000.00 rent check dated 10/5/01 I paid on behalf of the Foundation for the months of September-December 2001, per letter agreement;

EXHIBIT F: Manufacturers Bank Statement dated 10/31/01 showing cashing of the rent check by the Visiting Nurse Association of Ridgefield, Inc.;

EXHIBIT G: The Notice to Quit for failure to pay rent for the months of September-December 2001 served against The Alliance Foundation, Inc.;

EXHIBIT H: An account of the break-in written by the lead investigator at Discreet Investigations. The investigator did not

direct us to file a police report that day after he received certain instructions on his cell phone, and allowed the Visiting Nurse Assoc. of Ridgefield, Inc.'s clean up man to dry and clean up the offices. Since I was too shaken and had no experience in such matters, I was satisfied with the investigator's written report and directives to go to the police the following day. The next day, two officers of the Ridgefield Police came to Alliance at my request and of course could not confirm the investigator's findings after the clean up. However, Roberta Thomas, Helena Nicholas's assistant and other landlord's personnel were present during the entire ordeal, which accounts for Ms. Helena Nicholas' confirmation of the situation in our letter of agreement;

EXHIBIT I: Copy of transcript from the April 22, 2002 trial hearing in the eviction matter (the attorney representing the Foundation was dismissed by me on March 13, 2002, for withholding and misrepresenting information, but the Judge (Hon. Ginnochio, J.) denied the attorney's motion to withdraw and forced the Foundation to be represented by him at the trial. I did not show up at the trial and filed a protest against the hearing as being unconstitutional. I was concerned that my appearance would validate the attorney's conduct and would put Alliance's defense in jeopardy. At the trial Ms. Nicholas admitted to receiving the money and to the fact it was the board who ordered the eviction, not herself, but the Alliance Attorney failed to enter as an exhibit the most pivotal document against the eviction, the rent check, which clearly indicated on its face the payment of rent for those months. In addition to this fraudulent eviction, the landlord violated several landlord-tenant rules e.g. not giving 15 days notice to tenant with lease before serving an eviction notice; also, Sec. 47a-19 states that once a check is accepted by the landlord it constitutes a waver of the landlord's right to terminate the agreement, etc.;

EXHIBIT J: Defendant's Objection to Plaintiff's Motion to Grant Execution for Immediate Possession dated May 13, 2002;

EXHIBIT K: Defendant's Motion for Review to Appellate/Supreme Court, dated May 14, 2002;

EXHIBIT L: Defendant's Motion for Stay of Execution to Appellate/Supreme Court, dated May 15, 2002;

EXHIBIT M: Two Appellate Court Orders dismissing motions K and L, dated May 15, 2002.

Exhibits in main action: The Alliance Foundation, Inc. et al vs. Eugene Grant et al:

Third Amended Complaint with Exhibits, dated October 24, 2000
Petition for Writ Of Certiorari, filed in July 2001, Docket No. 01-258

Brief History:

Initial complaint was filed in February 2000, only against Defendants Eugene Grant, Robert Nagro and Richard Solomon, due to the attorney preparing the complaint refusal to include the other Defendants. In July 2000, however, Hon. Radcliff, J. cited in Ridgefield Bank; Weil, Gotshal and Manges LLP; David Stone; and Mark Hoenig as new party Defendants. On November 15, 2000, Hon. Hiller J. cited in Ira Millstein; Marvin Jacob and Bridge to Brotherhood, Inc. as new party Defendants

Following several favorable rulings in the Danbury Superior Court for the Alliance Foundation, Inc., on October 12, 2000, the Defendants filed an application to transfer the case to the Stamford Superior Court Complex Litigation Docket (Hon. Tierney, J.). The transfer process and the Stamford Complex Litigation Docket adjudication conduct violated the Foundation's Procedural and Substantive due process to a point where the Foundation filed an

Appeal to the Appellate Court. On the Defendant's motion to dismiss on the basis appeal was interlocutory, in April 2001 the Appellate Court granted the Defendants' motion (Hon. Schaller recused). In July I filed a Petition for Writ of Certiorari on behalf of the Foundation, myself, and other related corporations that are party to the lawsuit, to the United States Supreme Court. Although Cert was denied, Hon. Tierney J. was transferred to the lower Court and the case was transferred from Stamford to Waterbury Superior Court Complex Litigation Docket. Since the transfer of the case in November 2000, legal proceedings were stymied, to the Defendants' advantage. The action(s) are pending motions to consolidate various related actions, and pending this appeal to the United States Supreme Court appealing the eviction and decisions rendered by the Waterbury Superior Court Complex Litigation Docket (Hon. Sheldon, J.). At the core of most of the appeals are violations of The Alliance Foundation's constitutional rights to due process of law, access to the courts, and fair representation, in an attempt to silence it and eventually cause the dismissal of its claims.

Mr. Parrington, enclosed you will find only a few of many documents. I shall make available any documents you deem necessary for the investigation that have not yet been removed by the Defendants. It is best that all communications be mailed to both of the addresses listed above.

I thank you very much for your assistance in this matter.

Yvonne Liebel

Founder and CEO
The Alliance Foundation, Inc.

CC: The Secretary of State of Connecticut
Senator Joseph Lieberman
Mr. Francis Drumm, Chief Clerk, Appellate/Supeme Court
The Alliance Foundation's Contributors **(note: letter was not cc)**

HERBERT F. ROSENBERG
ATTORNEY AT LAW
80 GROVE STREET
RIDGEFIELD, CT 06877

TELEPHONE: (203) 438-5324
FAX: (203) 431-4021

TELEFAX TRANSMISSION

Page 1 of 1 Pages. (If you did not receive all pages, or if you have a question, please call (203) 438-5324. This document is a confidential document intended for the information and use of the addressee named below. If you have received this transmission, and are not the addressee named, kindly notify the sender, and either destroy or return the entire transmission to sender by mail.)

June 7, 2002

Ms. Yvonne Liebel
P.O. Box 1153
Ridgefield, CT 06877

Via US Mail and by fax to (310) 657-2731

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. D.N. SP02-10636 S (Superior Court, GA-3 at Danbury)-Summary Process

Dear Ms. Liebel:

I am in receipt of your letter of June 5th to which I am now responding. Again, as I reminded you when you telephoned my office on June 4th, you were served with an eviction notice in your capacity as statutory agent for service of The Alliance Foundation, inc. by state marshal Sullivan. I have no obligation to provide you with any notice by mail concerning this matter, as you are not a party to the above-captioned proceedings, as agin reaffirmed by the appellate Court of the State of Connecticut. I mailed my letter of May 24th to you as a courtesy, and not as a requirement, and also mailed a copy to Attorney John Williams as counsel of record for The Alliance Foundation, Inc.

It is not my intention to commence a dialogue with you, and I will not do so. Suffice it to say, that while we differ as to your reading of what section 47a-42a of the Connecticut general Statutes require, we are prepared to give you additional time to remove all items of personal property including furniture, supplies and files from the VNA premises. The VNA has stored and safeguarded these items within the former office space of The Alliance Foundation since the execution was served on may 22nd, and an inventory was taken on may 23rd. Notwithstanding the fact that fifteen days from the service of the execution has already expired, VNA has authorized me to advise you that The alliance Foundation, Inc. may have additional period in which it may remove all items.

While the VNA maintains that all cists referred to in my May 24th letter are appropriate, they will not insist that you pay attorney's fees at this time in order to remove all items of personal property. They will, however, require that they be paid all costs directly related to the storage and removal of those items, including locksmith (756.30), state marshal's fees ($250.00) cost of boxes and tape for storage ($140.00), and storage fees of $80.00 per day (based upon the amount of monthly rent The alliance Foundation was to have paid) commencing may 22, 2002 until the date all items are removed. If The Alliance Foundation fails to make such payment (by certified check to the VNA) on or before June 14th, all items will

be moved to another location, and the cost of moving them will also be charged to The Alliance Foundation. If all items are not removed prior to June 22nd, they will be deemed as forfeit pursuant to section 47a-42a of the Connecticut general statutes.

If the Alliance Foundation wishes to remove these items, and not forfeit ownership thereof pursuant to said statute, The alliance foundation may contact ms. Helena Nicholas at the VNA to arrange to have access to the office space at a specific date and time to be agreed upon with the VNA, for the limited purpose of The Alliance Foundation removing all items from the office premises.

Yours truly,
/S/Herbert F. Rosenberg

HFR/hs
Cc: John R. Williams Esq. Via US MAIL and FAX to (203) 776-9494
Cc: Ms. Helena Nicholas (VNA)

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

June 11, 2002

Herbert F. Rosenberg, Esq.
80 Grove Street
Ridgefield, Connecticut 06877
Tel: 203-438-5324

By Fax and Certified Mail 203-431-4021

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. D.N 02-10636 S (Superior Court, GA-3 at Danbury)- Summary Process

Dear Mr. Rosenberg:

I am in receipt of your fax dated Friday, June 7, 2002.

Before I respond to the issues raised in your fax let me first inform you that on Thursday, June 6, 2002, at a meeting in Hartford with the Attorney General's Public Charities Unit, I was shocked to learn that in 1995 our Accountant/CPA, Thomas F. Reynolds, the VNA board member responsible for this eviction, submitted a form to the Attorney General's Public Charities Unit, with my signature and the signature of Mr. Richard Solomon (former treasurer of the Foundation and a Defendant in the lead action), changing the public charitable status of the Alliance Foundation, Inc. without my knowledge and/or consent. This piece of information further supports all allegations made in the Third Amended Complaint filed in the lead action. Mr. Reynolds was well aware of my years of effort to obtain and maintain The Alliance Foundation, Inc.'s public charitable status and this fraudulent and malicious act transcends all professional, moral and legal boundaries. Further, I informed Mr. Parrington at the Attorney General's office of this fraudulent eviction and showed him the Marshal's Execution Notice devoid of date and time for the eviction (see enclosed Complaint Against State Marshal) and explained that your client, the VNA, may have already tampered with Alliance Documents during the unlawful entry to the premises which would hinder any investigation in this matter, relying on an invalid Execution Order served and executed without my knowledge.

I also informed Mr. Parrington that the VNA intends to continue this conduct by charging Alliance unlawful sums to remove their properties after they were tampered with, or the VNA would forfeit the properties/documents. Mr. Parrington received

from me a letter detailing this situation and the expanded litigation; a copy of the Third Amended Complaint; and read the attached sworn affidavit by Mr. Reynolds with regard to his firm's tampering with the Alliance Accounting documents. Mr. Parrington explained that the Attorney General automatically becomes a party to an action in situations involving public funds and planned to take up the matter with the Attorney General as to what causes of actions would be applicable. Mr. Parrington is also well aware of the substantial funds I personally contributed to The Alliance Foundation, Inc. from its establishment in 1990 to date (so does Mr. Reynolds).

It is difficult to put into words the mixture of rage and pain I feel with regard to the liberties your client (s) took with The Alliance Foundation, Inc. and with my own life, abusing a decade of faith, trust and fiduciary responsibilities while destroying a work of a lifetime and while obtaining unequivocal judicial support that brings a first time litigant and an idealist like myself to doubt our sacred institutions. Such incidents have been known throughout mankind's history to have ruined cities, depopulate countries, and disorder world peace. Our country is at war now. These kinds of incidents only weaken this great nation and must be avoided at all costs, and our energies redirected toward a global good in order to strengthen it.

In that vein Mr. Rosenberg, please be advised that whether you or the Connecticut Courts block me in every which way from acting as The Alliance Foundation representative, in the absence of an honest legal representative, the fact remains, I am!! I gave birth to this organization; I sold my home to cover the costs of its establishment between 1990-1993, to the tune of $300,000 (As the most senior member of my team, Mr. Reynolds knows the numbers); I originated breakthrough IRS private-letter-tax-rulings for its future operations over a period of seven years of trials and tribulations (Mr. Reynolds knows that); I spent hundreds of thousands of dollars and the last five years of my life defending its

claims after your clients robbed and destroyed it, to where I now have a $2,000,000 mortgage on my home (Mr. Reynolds knows that too); in short, Mr. Rosenberg, I sacrificed my life and the life of my family for the realization of the Alliance mission of peace. Therefore, whether you like it or not, I am a party to this action and contrary to your statement in the letter, I am the only qualified entity you can carry a dialogue with in this matter. The question of my representation of the corporations I established, due to being denied zealous councel, is paramount in the appeal to the United States Supreme Court.

Notwithstanding the unlawful entry and the illegal manipulation of our properties, for the second time (our offices were broken into on October 25, 2000) there is an automatic stay in this matter until the United States Supreme Court renders its decision. Therefore, I demand that within 72 hours of receipt of this letter, your client(s) shall rearrange our offices to the way they found them and return all documentation to its proper place; that The Alliance Foundation signs shall be replaced after your client(s) have taken them down; that copies of the new keys shall be made for my use; and that within 72 hours from receipt of this letter I shall receive a copy of the inventory list and a letter confirming that this was accomplished and that the offices are ready for inspection and use. Please be advised that if I do not receive such letter within the time indicated above I shall file criminal and civil actions against Ms. Helena Nicholas/and the VNA; Mr. Thomas Reynolds/and Reynolds and Rowella, LLP; and Ms. Joyce Ligi/and the Ridgefield Bank with regard to this and related matters.

I had spent nearly $10,000 and five months defending this vexatious eviction (enclosed is a Washington Mutual Notice of Right to Cancel, dated August 24, 2001, further evidence of the refinance from which I planned to pay VNA. I had to cancel the transaction a couple of days after the Closing as the terms in the contract did not reflect the agreement with the lender and were adverse to me). Any additional aggravation and costs with regard to removing and/or

storing our properties will have to await a United States Supreme Court decision.

Mr. Rosenberg, in my rage and pain I remind myself of my purpose and the purpose of The Alliance Foundation, Inc. an extension of who I am, and try to go beyond Mr. Reynolds and his accomplices' human frailties, that our goals are healing and peace. These 72 hours are giving Mr. Reynolds and his partners at the VNA, the Ridgefield Bank, and elsewhere, a chance to clean up their act and begin the healing process, as I have no desire whatsoever to destroy their lives and their companies as they have destroyed mine (Mr. Reynolds knows that), nor risk our institutions' credibility who are working overtime to silence The Alliance Foundation, Inc. and its related entities in an effort to protect these people/entities, thereby sanctioning their actions.

In Closing: I respectfully request from Mr. Reynolds, Ms. Ligi and Ms. Helena Nicholas to adhere to my request in order to avoid further litigation, and from the institutions who receive a copy of these documents, to insure that non of the Alliance properties/documentations shall be removed from its offices at 90 East Ridge in Ridgefield until the appeal process is concluded or a resolution of this matter has occurred, whichever comes first.

Yours truly,

Yvonne Liebel
Founder and CEO

Enc. Sworn Affidavit/Thomas F. Reynolds
Complaint against a State Marshal
Washington Mutual Notice of Right to Cancel

Cc: The Ridgefield Police Department

Mr. Parrington, Attorney General, Public Charities Unit
Mr. Francis Drumm, Chief Clerk Supreme/Appellate Court
Hon. Ginnochio, J./Robin Smith, Danbury Superior Court
Hon. Sheldon, J., Waterbury Superior Court
Ms. Helena Nicholas, VNA
Mr. Thomas F. Reynolds
John R. Williams, Esq.
Joseph Clasen, Esq. /all counsel of record in the lead action

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State of Connecticut
STATE MARSHAL COMMISSION

Mitchell R. Harris, Esquire
Chairman

Patricia C. Lempicki
Administrative Director

June 11, 2002

I, Barbara-Ann Neznayko, Administrative Assistant hereby state that I received a complaint against Fairfield County State Marshal James E. Sullivan from Yvonne Liebel/The Alliance Foundation, Inc. I also received a copy of a letter addressed to Herbert F. Rosenberg, Esq. From Yvonne Liebel.

Ms. Liebel is insisting that I acknowledge that I have seen an original Summary Process Execution for Possession (Eviction) Nonresidential with the statement stamped "A TRUE COPY, ATTEST JAMES E. SULLIVAN, MARSHAL, STATE OF CONN. FAIRFIELD COUNTY. To the best of my knowledge the original document did not have a date of eviction on it.

/S/ Barbara-Ann Neznayko

State of Connecticut
STATE MARSHAL COMMISSION

Mitchell R. Harris, Esquire
Chairman

Patricia C. Lempicki
Administrative Director

COMPLAINT AGAINST A STATE MARSHAL

MARSHAL'S NAME: JAMES E. SULLIVAN
COMPLAINANT'S NAME AND ADRESS: YVONNE LIEBEL/THE ALLIANCE FOUNDATION, INC. P.O.BOX 1153 RIDGEFIELD, CT 06877/8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
COMPLAINANT'S TELEPHONE NUMBER: 310-435-0769/310-657-2771
DATE OF INCIDENT: UNCERTAIN. SOMETIME BETWEEN 5/13 TO 5/22/02?
NATURE OF COMPLAINT/INQUIREY: MARSHAL SERVED A SUMMARY PROCESS EXECUTION EVICTION WITHOUT A DATE AND TIME AND DID NOT MAKE ANY EFFORTS TO NOTIFY TENANTS. THIS RESULTED IN THE LANDLORD ENTERING THE PREMISSES BEFORE THE TENANT HAD A CHANCE TO INSPECT/REMOVE THEIR PROPERTIS. LANDLORD TOOK INVENTORY OF THEIR ITEMS/PROPERTIES WITH MARSHAL AND POSSIBLY COPIED/REMOVED SOME OF THE TENANTS' BELONGINGS WITHOUT THEIR KNOWLEDGE OR CONSENT. LANDLORD AND ITS BOARD OF DIRECTORS

ARE IN LITIGATION W/TENANT IN OTHER MATTERS AND THIS UNLAWFUL/ILLEGAL ENTRY AND MANIPULATION OF THENANT' PROPERTIES IS DAMAGING TO THE TENANTS' POSITION IN THEIR LITIGATION. FURTHER, THE ATTORNEY FOR THE LANDLORD HAS BEEN SENDING LETTERS TO TENANTS, SETTING HIS OWN DATES, CHARGING UNLAWFUL FEES, AND DEMANDING THAT TENANT CAN ONLY GAIN ENTRY TO SPACE TO REMOVE PROPERTIES. IT APPEARS THAT LANDLORD PACKED TENANT'S BELONGINGS AND STORED THEM WITHIN THE TENANT SPACE.

COMPLAINANT'S SIGNATURE
RETURN THIS FORM TO STATE MARSHAL COMMISSION
765 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06105
TEL.(860)566-7109 FAX. (860)566-3743

State of Connecticut
STATE MARSHAL COMMISSION

Mitchell R. Harris, Esquire
Chairman

Patricia C. Lempicki
Administrative Director

DATE: JUNE 10, 2002
TO: YVONNE LIEBEL/THE ALLIANCE FOUNDATION, INC.
FROM: PATRICIA C. LEMPICKI, ADMINISTRATIVE DIRECTOR
SUBJECT: COMPLAINT AGAINST A STATE MARSHAL

THIS COMPLAINT WAS ORALLY COMMUNICATED, IN PERSON, ON JUNE 6, 2002 TO MS. LEMPICKI, BY YVONNE LIEBEL AT THE HARTFORD OFFICE.

Attached is a "Complaint/Inquiery Against A State Marshal" form. Please complete and return to the State Marshal Commission, 765 Asylum Avenue, Hartford, CT 06105. You may also fax the completed form to the Commission at 860- 566-3743.

ATTACHED TO THE COMPLAINT ARE: 1. COPY OF THE EXECUTION/EVICTION devoid of date and time; 2. copy of a fax letter from landlord's attorney, dated May 24, 2002, setting his own date for eviction; 3. copy of tenants' letter in response, dated June 5, 2002; 4. copy of landlord's attorney's letter dated June 7, 2002; 5. copy of tenants letter in response, dated June 10, 2002. (11 Pages)

THE MARSHAL'S CONDUCT HAS CAUSED CHAOS, MISUNDERSTANDINGS, LEGAL UNCERTAINTIES, VIOLATIONS OF TENANTS' RIGHTS, AND JEOPARDIZED THE TENANTS' LITIGATION AGAINST THE LANDLORD'S BOARD OF DIRECTORS IN OTHER MATTERS. THIS EVICTION AND THE PROCESS BY WHICH IT WAS CONDUCTED IS ON APPEAL TO THE UNITED STATES SUPREME COURT AND IS SUBJECT TO CIVIL AND CRIMINAL CHARGES.

Cc: the Ridgefield Police Department; Attorney General, Public Charities Unit; Mr. Francis Drumm, Chief Clerk Supreme/Appellate Court; Hon. Ginnochio, J., Danbury Superior Court; Hon. Sheldon, J., Waterbury Superior Court, Complex Litigation Docket; Attorney Rosenberg; Thomas F. Reynolds; Helena Nicholas; Attorney Williams; all counsel of record.

Docket No's: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 22896

THE ALLIANCE FOUNDATION, INC. ET AL.	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
EUGENE GRANT, ET AL.	: MAY 17, 2002

Docket No's: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723; A.C.22897

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC.	: MAY 17, 2002

Docket No's: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721; A.C.22895

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719; A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892

DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No.'s: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	: STATE OF CONNECTICUT

VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No. CV: 98-0333546-S (Danbury)	
RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

APPLICATION FOR CERTIFICATION TO THE CONNECTICUT SUPREME COURT PURSUANT TO GENERAL STATUTE SECTION 51-199 (9) 52-265a; and/or 51-199(2) and/or 51-199(11)

Pursuant to Section 83-1 of Rules of Appellate Procedure, Appellants, The Alliance Foundation, Inc.; Yvonne Liebel; DTL-USA, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc.; (the "Alliance Entities") in the above captioned matters respectfully move this Court for an order granting them this application for review of the questions of law presented before this Court which involve a substantial public interest where a delay may work a substantial injustice.

Incorporated by reference herein are all pleadings filed with the Appellate/Supreme Court since March 5, 2002 in all above captioned matters including but not limited to Motions for Reconsideration filed on April 15, 2002; Motions to Consolidate dated April 15, 2002, May 6, 2002, and May 20, 2002; and all exhibits, transcripts, docket sheets and testimony.

Questions of Law presented before this Court:

1. Why a corporation must be allowed to appear pro se, by an officer and/or director and/or agent of the corporation who

may not be an attorney, to prosecute and defend civil actions, when for any reason whatsoever, zealous counsel cannot be retained and/or obtained to appear on its behalf Pursuant to C.G.S. Section 52-73 and contrary to G.S. 51-88A.

2. Why pretrial managerial judging in Complex Litigation Dockets violate due process of law (the Fourteenth Amendment of the United States Constitution) when the Courts depart from state adjudication standards without a well-publicized body of rules and procedures that is accessible to all litigants.

Substantial Public Interest Involved:

As a result of the Trial Courts' denials to let the corporations in the above captioned matters represent themselves pro se by their Founder/Officer/CEO/Agent, Yvonne Liebel, in order to prosecute and defend their claims in these civil actions, the corporations remained without any representation whatsoever. Following five years of an overwhelming effort and financial expenditure by the Appellants/Alliance Entities, in pursuit of zealous counsel, the corporations were unable to obtain such counsel to represent their interests. All other attempts to be represented e.g. through countless pleas to the Courts to intervene in the mater, or through properly filed motions by the corporations' Founder and CEO to appear on their behalf and/or to join as a defendant (to intervene) and/or to consolidate related actions to which she was a party, failed. The Courts denials relied on G.S. Section 51-88A, contrary to G.S. Section 52-73.

This continuous denial by the Waterbury Superior Court Complex Litigation Docket (Sheldon, J.), which simply failed to rule on motions to consolidate related actions since September 2001, and turned a deaf ear to the Appellants' cries for help to assist in obtaining zealous counsel; and the Danbury Superior Court (Hon. Ginnochio, J.) which forced the Appellants to be represented by a counsel they dismissed; subjected the corporations (one of which is a 501 (c)(3)) and their founder, to whom these corporations and

their purpose are an extension of herself, to severe violations of their rights to due process, access to the courts, fair representation and equal rights under the law as guaranteed to them under the First, Sixth and Fourteenth Amendments of the United States Constitution.

The tangible ramifications of these violations include but are not limited to: A Trial Court Execution Order dated May 13, 2002, unlawfully evicting the corporations from their premises, (Danbury Superior Court, Hon. Ginnocchio, J.) (See Exhibit A, Execution Order); Two Appellate Court Orders dismissing the Alliance Entities' appeals of said Execution Order, signed by their Founder and CEO (See Exhibit B, dismissals of a Motion For Review and a Motion for Stay of Execution, dated May 15, 2002); Dismissal of appeals by the Waterbury Superior Court Complex Litigation Docket on Order from the Appellate Court (See Exhibit C, Appellate Court order to Waterbury Superior Court Complex Litigation Docket) and (See Exhibit D, Court Orders dated April 26, 2002 rendered by the Waterbury Superior Court Complex Litigation Docket (Sheldon, J.); A scheduled Appellate Court hearing on dismissal of appeal in the DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank matter, scheduled for June 5, 2002 (See Exhibit E, Appellate Court Eighth Term May/June 2002 schedule) raising a moot question more specifically described below; And the potential for dismissal of all the corporations significant claims in all actions at the Waterbury Superior Court Complex Litigation Docket (Hon. Sheldon, J.), a Court that proved bias in favor of opposing parties, and which departs from Court adjudication standards without a well-publicized body of rules and procedures that is accessible to every litigant (as Exhibited in the Cert. Filed in July 2001, Docket No. 01-258 and filed as an Exhibit with this Court on May 6, 2002).

<u>Discussion why the Appellate Court hearing scheduled for June 5, 2002 is moot and inappropriate:</u>

1. The question of law raised in the Appellate Court's pamphlet rests on the premise that Appellants filed an interlocutory appeal to the Appellate Court. This is an error. On March 26 and 28, 2002 (the March 28 date is disputed by the Appellants as March 21, 2002), the Appellants filed appeals to the Supreme Court Pursuant to C.G.S Section 52-265a, in all the above captioned matters, where appeals from non-final decisions are permissible. Pursuant to P.B. Section 63-3 the Courts procedurally erred, and on the basis of that error, the Chief Justice denied the appeal in one of the actions, the eviction matter entitled The Visiting Nurse Association of Ridgefield, Inc. vs. The Alliance Foundation, Inc. On the basis of the Chief Justice decision in the eviction matter, the Appellate/supreme Court Chief Clerk transferred all five remaining appeals to the Appellate Court, citing lack of jurisdiction, although the Chief Justice did not render any decision in the remaining cases as he did in the eviction matter. Specifics on the issue were discussed in great detail in numerous pleadings filed by the Appellants, including the Appellants' Motions for Reconsideration and their Motions for Consolidation filed in all actions on April 12 and 15, 2002; May 6, 2002, and the Motion to Consolidate dated May 17, 2002 appended hereto and incorporated by reference herein.

2. Further, the Court ordered Attorney Joyce Morin to appear at the hearing on behalf of the Corporation DTL-USA, Inc. This is an outrage. Attorney Joyce Morin had resigned from representation of all the Alliance Entities in June 2001. Attorney Morin had no communications with the Alliance Entities since then. Attorney Morin's Motion to Withdraw Appearance was granted in November 2001 by the Waterbury Superior Court Complex Litigation Docket (Hon. Sheldon, J.) about two months after the cases were transferred from Stamford Superior Court Complex Litigation Docket, which Motion was approved in writing by the Alliance Entities, with regard to all matters, and submitted to the Waterbury Superior Court (Sheldon, J.) on November 16, 2001. Therefore Attorney Morin should have been removed from the Court record and should have not been ordered to participate in said hearing. In any event,

Attorney Morin is absolutely not authorized to represent any of the Alliance Entities in any matter whatsoever!

3. Notwithstanding the above Courts procedural errors, and errors in Court records, Motions for Reconsideration and Motions to Consolidate all actions are still pending in this matter(s). Rulings on these motions, prior to any hearing is mandatory in order to give credence to the hearing on the questions of law presented on the schedule. Therefore, the hearing scheduled on June 5, 2002, should be withheld until rulings are rendered on these motions. Otherwise, Appellants vehemently object to the hearing and will request a review of the proceeding.

4. Appellants, respectfully, are very disturbed by this hearing and its subject matter, which completely ignores the Appellants' numerous pleadings addressing the Courts' errors and requesting reconsideration and consolidation of these matters. These procedural errors made from the outset of these appeals caused an error throughout the appeal process and impact all decisions rendered by both trial courts in all matters. A decision in favor of the Appellants/Alliance Entities on the properly filed motions for reconsideration and the motions to consolidate would reverse all decisions made by the trial Courts in all matters.

A delay would work substantial injustice:

A delay would cause an Execution of an unlawful eviction of the corporations, whose numerous appeals have been unreasonably dismissed or dismissed in error, and which eviction would interrupt discovery and other critical legal proceedings in related significant matters in favor of the opposing parties. Both the eviction and the effect it would have on related actions would work substantial injustice. When a public charity is no longer able to fulfill the mission for which it was established, than a substantial public interest is at stake and delay would work a substantial injustice. When any entity's constitutional rights are violated under

the First, Sixth, and Fourteenth Amendments, a substantial public interest is involved and delay would work substantial injustice. When any litigant is forcefully silenced through expert technical maneuvers of Court rules and procedures exploiting pro se litigants' disadvantages than the Constitution of the United States of America is at stake and with it the rights of every single individual and entity that form the basis for its existence.

In Conclusion:

The appeals filed by the Alliance Entities in the above captioned matters stem from a single significant core issue, the corporations are being denied their right to represent and defend their claims through various legal and procedural road blocks set by the opposing parties and sanctioned by the Courts. These road blocks began on October 12, 2000, when the Defendants in the lead action, The Alliance Foundation Inc. et al vs. Eugene Grant et al. filed an application to transfer the action from the Danbury Superior Court where proper venue lies to the Stamford Superior Court Complex Litigation Docket.

The transfer by the Court violated the Appellants Procedural and Substantive due process rights and Appellants appealed the decision to the Connecticut Appellate and Supreme Courts and to the United States Supreme Court. During a year of appeal process the action (s) came to a dead stop. Finally, in September/October 2001 the case(s) were transferred to the Waterbury Superior Court Complex Litigation Docket (Hon. Sheldon, J.). During the next nine months Hon. Sheldon, J. didn't rule on any of the pending motions or advance the litigation any. On the contrary, the Defendants and the Court, including the Appellate/Supreme Court were preoccupied with how to dismiss the corporations and their claims from the actions, for not having counsel, while on guard insuring that the corporations' Founder and CEO will remain barred from appearing on their behalf.

In the accumulative twenty months of dormancy the Alliance Entities suffered many setbacks as more specifically described in the Petition for Writ of Certiorari filed in July 2001 and the "Motion to Appear" filed in February 2002, including the depletion of their limited resources. Further delays in permitting Appellant Yvonne Liebel to represent her corporations and keeping the case(s) in the Waterbury Superior Court Complex Litigation Docket will further diminish the Alliance Entities ability to defend their claims. Twenty months of delayed justice have caused immeasurable and perhaps irreparable damage to this litigation. However, further delays could prove fatal.

Therefore, In the interest of justice and judicial economy, The Alliance Entities respectfully move this Court to grant them this Application for Certification in order to finalize, once and for all the question of corporate representation; consolidation of related actions; the Court of proper venue; the appeal of the Execution Order in the eviction matter (hon. Ginnocchio, J., May 13, 2002); the orders to dismiss appeal (Hon. Sheldon, J. April 26, 2002); and to finally put this litigation back on track, adjudicating on the merit of the issues.

THE APPELLANTS
THE ALLIANCE ENTITIES

BY_____
/S/YVONNE LIEBEL, Their Representative
P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The forgoing Application having been heard, it is hereby ordered:

Granted/Denied

_____
The Court

CERTIFICATION: Standard form.

(See Exhibit B, Petition for Writ of Certiorari No. 01-258, July 2001)

(2) THE SUBSTANTIAL PUBLIC INTEREST THAT IS ALLEGED TO BE INVOLVED:

Brief History: In 1990, Appellant, Yvonne Liebel, established The Alliance Foundation, Inc. (Alliance). Alliance is dedicated to world peace through economic development and cooperation. It is built on the proposition that the growth of small companies in developing societies can build bridges between people and nations. In 1991 and in 1996 The Alliance' Founder and CEO, Ms. Liebel, originated two significant breakthrough IRS private-letter- tax-rulings for the Foundation: the first, established it's designation as a 501(c) (3) organization, and the second, was to serve as a financial instrument through which the Alliance would fund and implement its mission. Both rulings complimented each other, and the existence of both was necessary to accomplish the Foundation's operational and ideological objectives. Between 1990 and 1998, Alliance was assisted, on a pro bono basis, by the New York based law firm, Weil, Gotshal and Manges, LLP (WGM) to obtain said IRS rulings, and was promised by WGM, both verbally and contractually, to assist in the preparation of its Initial Public/Private Offerings and secure the cooperation and

participation of PricewaterhouseCoopers, LLP, once the IRS approved its second ruling. The law firm obtained a power of attorney from Ms. Liebel in 1990, and some of its principals/partners served on its board of trustees from 1990-1998.

In mid 1995, approximately six months after Ms. Liebel shared her idea for the second IRS private-letter-ruling with certain partners at WGM, with whom she had continuous working relations on behalf of Alliance, certain internal problems with personnel began to emerge at Alliance including a covert struggle by certain members of the Alliance Finance Committee for control of its Board of Directors. In the course of the next 18-24 months the problems extended to Alliance' board of directors, its staff, its operations, and its contributors. By early1997, one week after Alliance received its long awaited IRS ruling ready to prepare and implement its financial instruments, its infrastructure and contributor base collapsed. Ms. Liebel, was astonished and bewildered at once, as this after all was Alliance' finest hour, lead by a lifetime vision of peace for a world in turmoil. All proposed or imagined explanations failed to address the situation. During the collapse process WGM and Pricewaterhousecoopers, continued to work with Alliance on the preparation of its Offering. The process, however, was slow and mired with problems, unlike the superb quality of relationship Alliance had experienced with WGM in the past years. By May 1998, the relationship between Alliance and the WGM/Pricewaterhouse team ceased, without ever carrying out Alliance's funding objectives.

Only in October 1998, Ms. Liebel discovered that approx. one week after Alliance received its coveted second IRS private-letter-tax-ruling, senior principals at WGM immediately established a new New-York corporation, Bridge to Brotherhood, Inc., and shortly thereafter they filed an IRS 501(c)(3) application for a public charitable designation for their new charity, replacing Alliance and its mission by taking over its rulings; assets; infrastructure; its partners; and its contributors, causing its demise. WGM was now

holding gala events on behalf of Bridge to Brotherhood, Inc. and advertising their firm's charitable endeavors on behalf of humanity on the Internet further marketing their law firm's image to advance their business interests.

Any conventional efforts by the Alliance Entities to secure zealous legal counsel to represent their claims between 1997 and 1999 were met with total and absolute failure. Only in February 2000, through a covert operation and the hiring of an-in-house, out-of-state-counsel, Alliance was finally able to file two actions in the matter, at the Danbury Superior Court. In-house counsel, however, was only agreeable to file one action against the Alliance Chairman, Treasurer, and VP operations in February 2000, and the other against the Ridgefield Bank in December 1999. In-house counsel refused to include WGM in the lawsuit fearing he would "never work as a lawyer after this case". Alliance had to retain new in-house counsel. In July, 2000, on a Motion to Cite in New Party Defendants and a Memorandum of Law/w. evidence, Hon. Radcliff, J. cited in certain members of the WGM team and the Ridgefield Bank (which was now a defendant in two actions). On November 15, 2000, Hon. Hiller J. cited in certain other principals of WGM and Bridge to Brotherhood, Inc. as new party Defendants in the matter (See Exhibit G, Third Amended Complaint, dated October 24, 2000.)

Following these and certain other favorable rulings for the Alliance Entities, the Defendants, filed an application to transfer the case to Stamford Superior Court, Complex Litigation Docket (CLD). The Alliance Entities vehemently objected to the transfer but the Stamford CLD, to which final decision was assigned, denied the objection. The Alliance Entities appealed the decision to the Appellate Court, but the Appellate/Supreme Court denied the appeal by granting the Defendants' Motion to Dismiss, on the grounds the appeal was interlocutory (Hon. Schaller J. recused).

Throughout the process the Alliance Entities had to hire additional part time in-house counsel as they were experiencing overwhelming problems with any and all of their attorneys e.g. withholding information; misleading information; unavailability; pretence of ignorance of the law; pretence of incompetence; loss of documents; unexpected resignations; any and all forms of sabotage. The Alliance Entities had asked the Danbury Superior Court (Adams, J.) to intervene, but the case was transferred from his Court to Stamford's CLD. The Appellants asked the Stamford CLD to intervene, but the Court (Tierney, J.) rejected the idea. In July 2001, the Alliance Entities filed a Petition for Writ of Certiorari to the United States Supreme Court, on a pro se basis, as there was no counsel to represent them or even sign their Petition.

In their Cert, the Alliance Entities raised the question of denied counsel and the Appellate Court's decision to grant the Defendants' motion to dismiss appeal on the basis it was interlocutory forcing the transfer to Stamford's CLD against the Appellants' will. The Alliance Entities argued that the process by which the Alliance Entities' transfer was implemented violated the Appellants' Substantive and Procedural due process of law. The Third and final question raised was with regard to the Complex Litigation Docket and its departure from state adjudication standards without a well-publicized body of rules and procedures that is accessible to all litigants which subjected these litigants to violations of their due process rights. Appellants quoted Hon. Judge Schaller's published opinion and other authorities in the matter.

Although the Alliance Entities were denied their Cert, in September 2001, their case was transferred from the Stamford CLD (Tierney, J.), a move they viewed very favorably. However, the case was transferred to yet another CLD, the Waterbury Superior Court's CLD (Sheldon, J.) instead of back to the Danbury Superior Court where the case was originally filed; where proper venue lies; where clear-cut Connecticut Rules of Court apply; and where the Alliance Entities are located.

Since the case was transferred to the Waterbury CLD (Hon. Sheldon J.) seven months ago the Court made no decisions whatsoever with regard to the case, although there were pending motions to consolidate all related matters, one of which is still pending in the Danbury Superior Court (the Ridgefield Bank matter). This caused the case to continue to languish. The only decisions rendered by the Court during this period were decisions that continued to deprive the Alliance Entities of their constitutional rights to be heard under the First, Sixth, and Fourteenth Amendments, e.g. granting their counsel's Joyce Morin's Motion to Withdraw (with the Appellants' approval); Denying the Appellants' Motion to Join Yvonne Liebel as a Defendant in three fraudulent actions brought by the lead Defendant, Eugene Grant, against the corporations alone shortly after the case was transferred to the Stamford CLD; deny the Alliance Entities' Motion to Appear; withhold consolidation of all related cases; and grant the Defendants' "Motion to Dismiss/Default appeals or in the Alternative Terminate Stay", on the basis they were interlocutory, frivolous and intended to delay proceedings (for not producing counsel on the date ordered by the Court).

Further, during the seven months since the CLD received the files, the Alliance Entities made countless pleas to the Court to intervene in the issue of counsel and assist them in obtaining and maintaining such counsel as they have exhausted their efforts and financial resources trying, unsuccessfully, to retain such counsel, but the Court was silent month after month after month, ignoring their cries for help. These delays, absent of legal advice and proceedings were and continue to be detrimental to the Alliance Entities and to adjudication results, while clearly advancing the Defendants' unlawful objectives to seal the lead on the Alliance Entities and their mission.

Docket No: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 22896

THE ALLIANCE FOUNDATION, INC. ET AL.	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
EUGENE GRANT, ET AL.	: MAY 17, 2002

Docket No: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723; A.C.22897

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC.	: MAY 17, 2002

Docket No: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721;A.C.22895

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719, A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892

DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No.: CV: 98-0333546-S (Danbury)

RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

MOTION TO CONSOLIDATE ABOVE CAPTIONED ACTIONS/APPEALS IN ADDITION TO AND INCORPORATED BY REFERENCE HEREIN WITH MOTIONS TO CONSOLIDATE FILED IN THIS COURT ON APRIL 15, 2002 AND MAY 6, 2002.

Pursuant to Section 61-7(b)(1)(2) of Rules of Appellate Procedures and Pursuant to Practice Book Section 9-5(a) the Appellants, The Alliance Foundation, Inc.; Yvonne Liebel; DTL-USA, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc ; (the "Alliance Entities") in the above captioned matters respectfully move this Court for an order consolidating all pending Appellate/Supreme Court appeals captioned above with the case captioned above entitled: Rene Heinecke vs. Yvonne Liebel. All cases arise out of the same fact-pattern, share common parties and consolidation would provide for complete determination of the issues as exhibited in previous motions to consolidate and by exhibits and testimony more specifically described below.

In addition to the foregoing reasons for consolidation, the Appellants, the Alliance Entities, reiterate that as a result of the collective unlawful actions of the Defendants: Eugene Grant; Robert Nagro; Richard Solomon; Ridgefield Bank; Reynolds and Rowella LLP; Weil, Gotshal and Manges LLP: Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; Bridge to Brotherhhod, Inc.; and PricewaterhouseCoopers/Kesselman and Kesselman LLP, they are in an extremely fragile financial, administrative and physical condition in addition to their inability to secure counsel to represent their claims. Therefore, The Alliance Entities are greatly overwhelmed by the management of seven related actions on a separate basis subject to unnecessary repetitions, costs, confusion, and error as described in earlier motions. For the forgoing reasons, and for judicial economy, the Alliance Entities respectfully request that all above matters be consolidated.

Brief Legal History is provided in App. C of Petition.

Legal Grounds and in conclusion:

For the forgoing reasons, for judicial economy and pursuant to Section 61-7(b)(1)(2) of Rules of Appellate Procedures and Practice Book Section 9-5(a), the Appellants, the Alliance Entities" in the above captioned matters respectfully move this Court for an order consolidating all pending Appellate/Supreme Court appeals/actions captioned above with the Rene Heinecke vs. Yvonne Liebel matter. All cases arise out of the same fact-pattern, share common parties and consolidation would provide for complete determination of the issues as exhibited in previous motions to consolidate and by exhibits and testimony appended hereto. Therefore, the Appellants respectfully request that consolidation be granted so that justice can be served. A Memorandum of Law is Appended hereto and incorporated by reference herein.

THE APPELLANTS
THE ALLIANCE ENTITIES

BY_____

YVONNE LIEBEL, Their Representative
P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

ORDER

The forgoing motion having been heard, it is hereby ordered:
Granted/Denied

_____
The Court

CERTIFICATION: Standard form

Docket No's: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 22896

THE ALLIANCE FOUNDATION, INC. ET AL.	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
EUGENE GRANT, ET AL.	: MAY 17, 2002

Docket No's: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723; A.C.22897

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC.	: MAY 17, 2002

Docket No's: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721; A.C.22895

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719; A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892	
DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No.'s: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893	
VISITING NURSE ASSOCIATION OF	: STATE OF CONNECTICUT
RIDGEFIELD, INC.	:
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No. CV: 98-0333546-S (Danbury)	
RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

MEMORANDUM OF LAW

The Appellants, The Alliance Foundation, Inc.; Yvonne Liebel; DTL-USA, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc.; (the "Alliance Entities") in the above captioned matters have filed a Motion to Consolidate the above captioned actions with an existing action entitled Rene Heinecke vs. Yvonne Liebel (at the Danbury Superior Court at Danbury) Docket No.CV98-0333546-S.

Appellant, Yvonne Liebel is a Plaintiff in the existing action of The Alliance Foundation, Inc. et al vs. Eugene Grant et al; a Defendant in the Rene Heinecke vs. Yvonne Liebel; and an interested party in the remaining above captioned matters. Yvonne Liebel is common to all actions. All cases stem from a common fact pattern involving Yvonne Liebel and the conspiracy to destroy the Alliance Entities through numerous unlawful acts including the filing of a fraudulent, frivolous and malicious lawsuits as more

specifically described in the Motion to Consolidate appended hereto and incorporated by reference herein. Said violations by the Defendants in the main action of The Alliance Foundation, Inc. et al. vs. Eugene Grant et al. and Rene Heinecke, furthers the goals and objectives of the conspiracy to destroy the Alliance Entities. All cases involve common issues of both law and fact. The consolidation of these matters would serve to avoid the unnecessary cost and delay associated with litigating these matters separately, and facilitate the best interests of the parties and judicial economy.

Discussion:

Practice Book Section 9-5 provides for the consolidation of actions when they should be tried together. Courts have inherent authority to consolidate different pending cases when the circumstances authorize such course, ***Rode V. Adley Express Co. 139 Conn***. 274, 277, 33, A2d, 329 (1943). The procedure of trying two closely related actions together, " which has long been the established practice in this state assists in expediting business without doing anyone an injustice. ***Clarke, et al v. Ochart,*** WL 119765 (Conn. Super.) (1993). Therefore, it is within the sound discretion of this Court to grant this motion to consolidate.

The various factors used by the Courts to examine whether two cases should be consolidated include: i) whether the cases arise out of the same transaction or fact pattern, ii) are the same parties involved, iii) does it serve the interest of judicial economy to consolidate, and iv) does it prejudice the rights of the Defendants ***Groth, et al v. Redmond,*** et al 24 Conn. Sup. 467, 469, 194 A2d 531 (1962). In ***Groth*** the court took all of these factors into consideration before ordering the consolidation. "The public has an interest in the prevention of unnecessary litigation, both because of the burden it places on the state and the resulting crowding of the dockets of the courts." ***Id.***

All of the factors enunciated in ***Groth*** clearly militate in favor of consolidation of said cases pending before the Courts. The present actions arise out of the same facts, making all actions complimentary. The Defendant, Yvonne Liebel, is a Plaintiff and interested party in all actions and judicial economy is best served by consolidation.

Conclusion:

The Appellants' Motion to Consolidate should be granted.

THE APPELLANTS
THE ALLIANCE ENTITIES
BY_____ /S/YVONNE LIEBEL,
Their Representative
P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

Docket No's: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 2896
THE ALLIANCE FOUNDATION, INC. : STATE OF CONNECTICUT
ET AL.VS. : SUPREME COURT
EUGENE GRANT, ET AL. : MAY 17, 2002

Docket No's: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723;
A.C.22897
EUGENE M. GRANT : STATE OF CONNECTICUT
VS. : SUPREME COURT
THE ALLIANCE FOUNDATION, INC. : MAY 17, 2002

Docket No's: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721; A.C.22895

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719; A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
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ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892

DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No.'s: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893

VISITING NURSE ASSOCIATION OF	: STATE OF CONNECTICUT
RIDGEFIELD, INC.	:
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No. CV: 98-0333546-S (Danbury)

RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

DOCKETING STATEMENT

I. NAMES AND ADDRESSES OF ALL PARTIES, COUNSEL AND PERSONS HAVING LEGAL INTEREST IN THE CAUSE:

Joseph Clasen, Esq. (counsel for Eugene Grant)
Robinson & Cole, LLP
695 E. Main St.
P.O.Box 10305, Stamford, CT 06904

Brian C. Wille, Esq. (counsel for Robert Nagro and Richard Solomon)
Costelanetz and Fink, LLP
530 Fifth Ave.
New York, NY 10036

Tel: (203) 462-7500 Fax: (203) 462-7599 Tel: (212) 808-8100 Fax: (212) 808-8108

Michael K. Stanton, Jr. Esq. (counsel for Weil, Gotshal and Manges; Mark Hoenig; David Stone;
Bridge Curtis Mallet-Prevost, Mosle, LLP To Brotherhood, Inc.; Ira Millstein; and
Marvin Jacob)
695 E. Main St., Stamford, CT 06901
Tel: (203) 359-6200 Fax: (203) 328-2617

Stephen Fogerty, Esq. (Ridgefield Bank)
Halloran & Sage LLP
315 Post Road West
Westport, CT 06880
Tel: (203) 227-2855 Fax: (203) 227-6992

Herbert F. Rosenberg, Esq.
80 Grove Street
Ridgefield, CT 06877
Tel: (203)-438-5324
Fax: (203)-431-4021

John R. Williams, Esq.
Williams and Pattis, LLC
51 Elm Street,
New Haven, CT 06510
Tel: (203) 562-9931
Fax: (203) 776-9494

Stephen Gerard, Senior Partner
PricewaterhouseCoopers, LLP/Kesselman and Kesselman, LLP
1177 Ave. of the Americas
New York, NY 10036
Tel: (646) 471-4000

Thomas Reynolds, Senior Partner
Reynolds and Rowella, LLP
90 Grove St..
Ridgefield, CT 06877
Tel: (203) 438-0161

The Alliance Entities (the moving party)---------Their Information:
The Alliance Foundation, Inc.; Address 1. P.O. Box 1153, Ridgefield, CT 06877
Yvonne Liebel; Alliance Capital, Inc. Address 2. 8913 Olimpic Blvd; Beverly Hills, CA 90211
Alliance International Development Corp.; Dtl-USA, Inc.; General Homes, Inc.
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

II. CASE NAMES AND DOCKET NUMBERS OF ALL PENDING APPEALS WHICH ARISE FROM SUBSTANTIALLY THE SAME CONTRAVERSY AS THIS OR INVOLVE CLOSELY RELATED ISSUES:

(Petitioner's Note: See Appendix C herein, at Page 102 a.

III. EXHIBITS IN TRIAL COURT

All exhibits mentioned in this document and misc. others.

IV. INCARCARATION STATUS OF APPELLANT

Not applicable

THE APPELLANTS, THE ALLIANCE ENTITIES

BY_____
YVONNE LIEBEL, their representative

P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

CERTIFICATION: Standard frm.

Docket No's: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 2896
THE ALLIANCE FOUNDATION, INC. : STATE OF CONNECTICUT
ET AL.VS. : SUPREME COURT
EUGENE GRANT, ET AL. : MAY 17, 2002

Docket No's: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723;
A.C.22897
EUGENE M. GRANT : STATE OF CONNECTICUT
VS. : SUPREME COURT
THE ALLIANCE FOUNDATION, INC. : MAY 17, 2002

Docket No's: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721;
A.C.22895
EUGENE M. GRANT : STATE OF CONNECTICUT
VS. : SUPREME COURT
ALLIANCE CAPITAL, INC. : MAY 17, 2002

Docket No's: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719; A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892

DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No.'s: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893

VISITING NURSE ASSOCIATION OF	: STATE OF CONNECTICUT
RIDGEFIELD, INC.	:
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No. CV: 98-0333546-S (Danbury)

RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

PRELIMINARY DESIGNATION OF PLEADINGS

The following preliminary pleadings should be included in the Record on Appeal:

1. Appeal-Civil Form JD-SC-28 Rev. 2-99 to the Supreme Court of the State of Connecticut, dated 5/15/02;
2. Preliminary Statement of The Issues for Preargument Conference;
3. Preliminary Designation of Pleadings;
4. Motion to Consolidate appeal with pending actions/appeals;
5. Defendant's Plea to the Connecticut Supreme Court to Intervene;

6. Transcripts/Court Orders dated: 4/26/02;4/24/02;4/22/02;3/25/02;3/18/02;3/12/02;3/4/02
7. Docketing Statement; Statement for Preargument Conference; Docket sheets;
8. Mr. Thomas F. Reynolds of Reynolds and Rowella, LLP, sworn affidavit dated 4/28/00; conspiring with Defendants in related actions, causing the Alliance Foundation, Inc.'s demise;
9. Defendant's dismissal letter to attorney John R. Williams dated 3/13/02; and Attorney Williams Response on 3/13/02; Misleading Motion to Withdraw Appearance; Court Order denying motion to withdraw (Ginocchio, J.) dated 3/25/02;
10. Defendant's " Protest Against Eviction Trial Hearing on 4/22/02, Conducted by Hon. Ginocchio, J., and, Attorney John Williams as Unconstitutional" dated April 22, 2002;
11. Court Notice for Eviction Trial Hearing, dated 3/25/02;
12. Last ditch effort from 4/24- 4/26/02 to get an Attorney. Attorney only willing to accompany, not to represent Yvonne Liebel to hearing on 4/24/02 at Waterbury CLD, for $2,000. Paid $2000 prior to the hearing. Attorney agreeable to limited representation only after Alliance Entities paid him additional $18,000 by Certified Check, on the morning of 4/26/02, the Appeal due date. Attached are the two proposed contracts;
13. Attorney John Williams' fax statement after the trial, dated April 22, 2002;
14. Ginoccio, J, Judgment Order dated April 22, 2002;
15. Motions to Appear, by The Alliance Entities (attached: the Margaret Maunder Associates, Inc. v. A-Copy, Inc., Supra, 40 Conn. Supp. 361, 499 A.2d)
16. 3 Court Orders denying "Motion to Appear"; 1 Court Order denying "Motion for Joinder of New Defendant "(Sheldon, J.);
17. "Motion to Enter Default or in the Alternative to terminate Stay" filed by Defendant Eugene Grant on 4/9/02, and his

"Motion to Dismiss Appeal" filed on 4/10/02, applicable to Alliance Entities;

18. "Plaintiffs' Objection to Defendants' Motion to enter Default or in the Alternative to Terminate Stay" read by Plaintiff at 4/24/02 CLD hearing;
19. 4 Court Orders granting Defendants' "Motion to Enter Default" dated 3/26/02 (Sheldon, J.);
20. Trial Court Exhibits and The "Alliance Attorney Saga" dated 1/08/02
21. Petition for Writ of Certiorari Docket No. 01-258; Third Amended Complaint;
22. Addendum to Appeal dated April 26,2002 pursuant to C.G.S 51-199(11) dated 5/13/02;
23. Appearance by Yvonne Liebel (in addition to Williams) dated 5/13/02;
24. Defendant's "Motion for Review" (Ginnochio, J) granting Plaintiff's "Motion to Grant Execution" and Execution Order, dated 5/14/02;
25. Defendant's "Motion for Stay of Execution" to Appellate Court, dated 5/15/02;
26. Defendant's Memorandum of Law in Support of "Motion for Nonsuit" in the case of Rene Heinecke vs. Yvonne Liebel.

THE APPELLANTS, THE ALLIANCE ENTITIES
BY_____

S/YVONNE LIEBEL, their Representative
P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

CERTIFICATION: Standard form

Docket No's: (X02) CV-01-0167482 (Waterbury CLD); S.C. 16722; A.C. 2896
THE ALLIANCE FOUNDATION, INC. : STATE OF CONNECTICUT
ET AL.VS. : SUPREME COURT
EUGENE GRANT, ET AL. : MAY 17, 2002

Docket No's: (X02) CV-01-0167556 (Waterbury CLD); S.C. 16723; A.C.22897

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC.	: MAY 17, 2002

Docket No's: (X02) CV-01-0167457 (Waterbury CLD); S.C.16721; A.C.22895

EUGENE M. GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: (XO2) CV-01-0167458 (Waterbury CLD); S.C.16719; A.C.22894

EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: MAY 17, 2002

Docket No's: CV 00 0338142 S (Danbury); S.C.16717; A.C.22892

DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: MAY 17, 2002

Docket No.'s: SP02-10636 (Danbury);A.C. 22832; S.C.16718;A.C.22893

VISITING NURSE ASSOCIATION OF	: STATE OF CONNECTICUT
RIDGEFIELD, INC.	:
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: MAY 17, 2002

Docket No. CV: 98-0333546-S (Danbury)

RENE HEINECKE	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
YVONNE LIEBEL	: MAY 17, 2002

PRELIMINARY STATEMENT OF THE ISSUES FOR PREARGUMENT CONFERENCE

1. STATEMENT OF ISSUES

1. A corporation must be allowed to appear pro se, by an officer and/or director of the corporation who may not be an attorney, to prosecute and defend civil actions, when, for any reason whatsoever, zealous counsel cannot be retained/obtained to appear on its behalf.
2. Pretrial managerial judging in Complex Litigation Dockets violate due process when the courts depart from state adjudication standards without a well-publicized body of rules and procedures that is accessible to all litigants.
3. An Appeal Court may not dismiss an appeal of an execution judgment/order in an eviction matter without articulation and the opportunity to amend appeal.

2. WOULD YOU BE WILLING TO WAIVE ORAL ARGUMENT IN THIS CASE?

No. For the better part of this litigation(s), the Courts have denied the Alliance Entities their constitutional rights as guaranteed to them under the First, Sixth, and Fourteenth Amendments of the United States Constitution, thereby, causing irreparable damage to their claims, their missions, and to future adjudication results. An oral argument will better present to the Court the methodology by which this denial was carried out, its effect on the current state of this litigation and the relief sought by the Alliance Entities to restore their rights and put their actions back on track.

THE APPELLANTS, THE ALLIANCE ENTITIES

BY_____

YVONNE LIEBEL, their representative
P.O. Box 1153, Ridgefield, CT 06877 and
8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

CERTIFICATION: Standard form.

ATTACHMENT TO APPEAL-CIVIL FORM JD-SC-28 Rev.2-99
APPELLANTS' STATEMENT: APPEAL(S) FILED ON APRIL 26, 2002 IS INCORPORATED BY REFERENCE HEREIN, INCLUDING ALL EXHIBITS AND TESTIMONY

(Petitioner's Comment: Attached were names and case summaries of all cases as in Appendix C, herein at Page 102a).

APPENDIX F – Corporate Shareholders and other Agreements with Eugene M. Grant

SHAREHOLDER AGREEMENT

AGREEMENT, made this 21st day of December, 1995, among **YVONNE LIEBEL** of Ridgefield, Connecticut and **EUGENE M. GRANT** of Mamaroneck, New York, hereinafter called "Shareholder" or collectively as "Shareholders", and by the singular pronoun "he", and **GENERAL HOMES, INC.**, a Connecticut

corporation, having its principal place of business at 54 Danbury Road, Suite 300, Ridgefield, Connecticut, hereinafter called the "Company".

WHEREAS, the Shareholders are the owners of all the capital stock of the Company, and

WHEREAS, the Shareholders are agreed that the success of the Company requires that there be no sale, transfer or assignment of Company stock without the written consent of all Shareholders in the corporation, and

WHEREAS, the Shareholders are agreed that it is in the best interest of the corporation that the shares of the Company remain in the hands of Yvonne Liebel and Eugene M. Grant and that in the event of Eugene M. Grant's death, divorce or bankruptcy, his shares should be donated to the Alliance Foundation, a Connecticut, non-profit, non-stock corporation.

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt of which is hereby acknowledged, the Shareholders and the Company agree with each other:

1. No Shareholder shall sell, transfer, assign, pledge, hypothecate, encumber, use as security or in any way alienate his shares of Company stock, or any right or interest therein, whether voluntarily, by operation of law, by gift, bequest, distribution, or otherwise, without the prior written consent of the Shareholders, on terms and conditions acceptable to said Shareholders.
2. In the event Shareholder, Eugene M. Grant, is adjudged a bankrupt, files for such designation and/or the protection of the Federal Bankruptcy Rules, or is a party to any divorce proceedings wherein a court of competent jurisdiction could make orders regarding the transfer

and/or disposition of the Shareholder's interest in the Company, then, in such event, Shareholder , Eugene M. Grant, shall donate his shares of Company stock to the Alliance Foundation, Inc., a Connecticut non-profit, non-stock corporation or said corporation's successor in interest. In the event said donation is not complete within one hundred and eighty days of the occurrence of the event giving rise to the required donation, the Company shall have the right after the expiration of said one hundred and eighty (180) day period to retire the shares of Company stock in the name of Shareholder, Eugene M. Grant, and issue corresponding shares of Company stock in the name of the Alliance Foundation, Inc.

3. Upon the death of Shareholder, Eugene M. Grant, the shares of Company stock held by Eugene M. Grant at the time of his death shall be donated to the Alliance Foundation, Inc., a Connecticut non-profit, non-stock corporation or its successor in interest. In the event said donation is not completed within one hundred and eighty (180) days of the occurrence of the event giving rise to the required donation, the Company shall have the right after the expiration of said one hundred and eighty (180) day period to retire the shares of Company stock in the name of Shareholder, Eugene M. Grant, and issue corresponding shares of Company stock in the name of the Alliance foundation, inc. Within thirty (30) days of the execution of this agreement, Shareholder, Eugne M. Grant, agrees to amend his Last Will and Testament to provide for said donation of Company shares upon his death.

4. This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Should any provision hereof be declared invalid, then the remaining provisions shall remain in full force and effect. Should any such provision be capable of

amendment and such amendment would better effect the intent and purpose of this agreement, then a court of competent jurisdiction may so amend the provision providing that such amendment does, to the extent possible, accomplish the intent and purpose of the provision.

5. Any prior agreements between the shareholders concerning the stock of the company are hereby canceled.

6. In construing this agreement, female or neuter pronouns shall be substituted for those of the macular form and vice-versa, and the plural for the singular and vice-versa, in any case in which the context may require.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first above shown.

Witness by: GENERAL HOMES, INC.

_____ /S/ By_____
Yvonne Liebel, its President

_____
/S/_____
Yvonne Liebel, Shareholder

/S/_____
Eugene M. Grant, Shareholder

Corporate Seal Attest:

/S/_____
Yuval Hazon Secretary

STATE OF CONNECTICUT)
) SS: Danbury, CT
COUNTY OF FAIRFIELD)

On this 21st day of December, 1995, personally appeared before me Yvonne Liebel, signer and sealer of the foregoing Agreement, to me personally known or proven to me to be the President and Shareholder of **GENERAL HOMES, INC.**, a Connecticut Corporation, signer and sealer of the foregoing instrument, she being there unto duly authorized, and acknowledged the same to be her free act and deed and the free act and deed of said corporation.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) SS: Danbury, CT
COUNTY OF FAIRFIELD)

On this 21st day of December, 1995, personally appeared before me, Eugene M. Grant, to me personally known or proven to me to be a Shareholder of **GENERAL HOMES, INC.**, signer and sealer of the foregoing instrument and acknowledges the same to be his free act and deed before me.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

SUBSCRIPTION AGREEMENT
GENERAL HOMES, INC.

General Homes, Inc.
54 Danbury Road, Suite 300
Ridgefield, Connecticut 06877

Gentlemen:

1. Subscription. This subscription agreement ("Subscription Agreement") will evidence the agreement of the undersigned subscriber ("Subscriber") to purchase the amount of eleven (11) shares of Common Stock "A" in General Homes, Inc. (hereinafter the "Corporation") with no par value for a total subscription price of Eight Hundred Thousan and No/100 ($800,000.00) Dollars set forth below. The Common shares are referred to in this Subscription Agreement as the "Securities". The purchase is being effected pursuant to the terms of this Subscription Agreement.

2. Representation and Warranties. Subscriber hereby represents and warrants as follows:

a. Subscriber is acquiring the Securities for investment purposes only, within the meaning of the Securities Act of 1933 (the "Securities Act'), with no intention of assigning any participation or interest therein, and not with a view to the distribution of all or any portion thereof;
b. Subscriber has received a copy of this subscription Agreement, has reviewed the documents carefully, and has obtained such additional information as subscriber has requested through discussions with representatives of the Corporation;
c. Subscriber is sufficiently knowledgeable and experienced in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of this investment and to make an informed decision with respect hereto;

d. Subscriber has been informed that subscriber's investment is a high risk investment, and Subscriber acknowledges that the Corporation has recommended that Subscriber consult with Subscriber's own investment and/or legal advisor and that Subscriber has so consulted or has otherwise been satisfied regarding the risks of investment;

e. Subscriber is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act;

f. Subscriber understands that the Securities are not being registered under the Securities Act on the grounds that the issuance thereof is exempt under Sections 4(2) and/or 4(6) of the Securities Act and/or Regulation D promulgated under the Securities Act, and that reliance on such exemptions is predicated in part upon Subscriber's representations and warranties.

g. Subscriber has no need for any liquidity in Subscriber's investment and can afford to hold unregistered securities for an indefinite period of time, and Subscriber is able to bear the economic risk of losing Subscriber's entire investment. In that the Securities have not been registered under the Securities Act, they cannot be resold unless they are subsequently registered under the Securities act or an exemption from such registration is available. No Securities will be sold, assigned or otherwise transferred unless pursuant to an effective registration statement under the Securities Act and applicable state securities laws with respect thereto, or pursuant to an exemption therefrom;

h. Subscriber recognizes that there is no public market for the Securities and that after the offering of the securities there will be no public market for the Securities. Subscriber understands that the

transferability of the Securities is restricted by applicable Securities laws and that Subscriber cannot expect to be able to readily liquidate Subscriber's investment in case of an emergency;

i. Subscriber is an individual at least 21 years of age and is currently the owner of non-voting common stock of the Corporation;

j. Subscriber recognizes that an investment in the Securities is a speculative venture and Subscriber understands that no state and frderal government authority has made any finding or determination relating to the merits of investment in the Securities, and that no state or federal authority has recommended or endorsed or will recommend or endorse the Securities;

k. Subscriber understands that all documents, records or books pertaining to this investment have been made available for inspection by Subscriber's attorney and/or Subscriber's accountant and/or Subscriber. Subscriber and/or Subscriber's representatives have had the opportunity to ask questions of, and receive answers from, the Corporation or a person or persons acting on its behalf concerning the offering of the Securities and the business of the Corporation and all such questions have been answered to Subscriber's full satisfaction. No oral representations have been made or oral information furnished to subscriber or Subscriber's representative in connection with this offering which are in any way inconsistent with this Agreement which are in any way inconsistent with this Agreement or are in any way inconsistent with the financial statements, books and records reviewed by Subscriber or offered to subscriber for review.

l. Subscriber agrees not to transfer or assign this Subscription Agreement or any interest herein and

agrees that if Subscriber's subscription is accepted, the assignment and transferability of the securities will be governed by this subscription agreement, the Shareholder agreement being signed by subscriber simultaneously herewith and all applicable laws;

m. Subscriber understands that tax consequences arising from an investment in the Corporation may be significant and accordingly, corporation has advised subscriber that he should consult his accountant before undertaking the subscription. Subscriber understands that any federal income tax benefits which may be available to Subscriber in this investment may be lost through adoption of new laws, amendments to existing laws and regulations, or changes in interpretation of existing laws and regulations.

n. The Subscriber has the right, legal capacity and authority to enter into and perform his obligations under this Agreement; and no approvals or consents of any provisions is necessary in connection with it.

o. Subscriber has complied with and is not in violation of any applicable federal, state and local statutes, rules, regulations, judgment, order, decree or the provisions of any agreement, contract, note, bond, license, indenture or other instrument, nor will Subscriber's performance under this Agreement constitute any such violation.

p. There is no suit, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending, or to the best of knowledge of the Subscriber, threatened, against or affecting Subscriber's obligations or ability to perform under this Agreement.

q. All negotiations relative to this Agreement and the transactions contemplated hereby have been caused by the Subscriber and his legal representative with

the subscriber and his legal representative, and no action has been taken by Subscriber and his legal representative that would give rise to any claim for a brokerage commission, finders fee or other like payment.

r. All information which Subscriber has provided in the Confidential Purchaser Questionnaire (Schedule A) which is attached hereto and made a part hereof and all other subscription documents executed in connection herewith is correct and complete as of the date set forth below and if there should be any change in such information prior to acceptance of this subscription, Subscriber immediately shall provide the Corporation with such new information.

3. Bound by Corporate Documents. A Subscriber purchasing interests hereunder hereby adopts, accepts and agrees to be bound by the Corporation's certificate of incorporation and the bylaws of the corporation and to perform all obligations imposed therein upon a shareholder with respect to the interests purchased. Upon acceptance of this Subscription Agreement by the corporation and the acceptance by Subscriber of the preferred share certificates, the Subscriber shall become a preferred shareholder.

4. Execution of Corporate Documents. Subscriber agrees to execute any other documents, including Corporation documents, necessary to complete the transactions contemplated hereby, and to be bound by all terms and provisions thereof.

5. Minimum Subscription. The offering will not be closed unless $800,000.00 aggregate principal amount of Common shares are subscribed.

6. Miscellaneous.

(a) This Subscription Agreement constitutes the entire agreement among the parties hereto with respect to the subject

matter hereof and may be amended only by a writing signed by both parties.

(b) This Subscription Agreement will be construed under and governed by the laws of the State of Connecticut.

(c) Within ten (10) days after receipt of a written request from the Corporation, Subscriber will provide such information and execute and deliver such documents as reasonably may be necessary to comply with any law, rule, regulation or ordinance to which the Corporation is subject.

7. **Subscription.** Subscriber hereby subscribes for the following principal amount of Common "A" Shares and number of interests and will produce at closing a check payable to "General Homes, Inc." in the following amount:

11 Number of common "A" Shares (total subscription price $800,000.00)

8. **Closing.** Closing of this agreement shall occur on December 21, 1995 at 10: 45 p.m. at the law office of Cutsumpas, Collins, Hannafin, Garamella, Jaber & Tuozzolo, P.C., 148 Deer Hill Avenue, Danbury, Connecticut 06810. At closing, Corporation shall deliver to Subscriber share certificates representing 11 shares of Common "A" Stock in the Corporation. At closing, Subscriber shall deliver to the Corporation checks representing the value of the Common "A" shares (i.e. $800,000.00) to be purchased under this Subscription Agreement. In the event said check(s) do not clear the banking process, the Corporation reserves the right to cancel the share certificates issued pursuant to this Subscription Agreement.

9. **Counterparts.** This agreement shall be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

If Subscriber is a joint owner, designate in what capacity:

(_____) Joint Tenants with Right of Survivorship;

(_____) Tenants by the Entirety;

(_____) Tenants in Common (State Percentages:_____

(_____) Other (Specify: _____

_____ _____

IN WITNESS WHEROF, the undersigned has executed this Subscription Agreement on the 21st day of December, 1995.

Eugene M. Grant

_____

(Name of Subscriber - Print or Type)

/S/Eugene M. Grant

_____

(Subscriber's Signatures)*

APPROVED AND ACCEPTED:
GENERAL HOMES, INC.

/S/By_____ _____

Yvonne Liebel
Its President

Date: 12/21/95

REGISTRATION DATA - PLEASE PRINT

NAME OF SUBSCRIBER

SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUM

Eugene M. Grant 109-18-9372
(Full name as it should appear
in the corporation stock ledger)

RESIDENCE ADDRESS	BUSINESS ADDRESS
1016 Orienta Avenue	277 Park Avenue
Mamaroneck, NY 10543	New York, NY 10172
(914) 698-7052	(212) 688-4700

CHECK APPROPRIATE BOX FOR MAILINGS: Business Address

STATE OF) Dated: December 21, 1995
) SS: Danbury, CT
COUNTY OF)

On this 21st day of December, 1995, personally appeared before me Eugene M. Grant, to me personally known or proven to me to be the individual described in and who executed the foregoing Subscription Agreement and who dully acknowledged the same to be his free act and deed.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

STATE OF)
) SS: Danbury, CT
COUNTY OF)

On this 21st day of December, 1995, personally appeared before me, Yvonne Liebel,signer and sealer of the foregoing Subscription Agreement, to me personally known or proven to me to be the President of **GENERAL HOMES, INC.**, and duly acknowledged the same to be his free act and the free act and deed of GENERAL HOMES, INC.

/S/_____

Christopher K. Leonard
Commissioner of the Superior Court

Schedule A
GENERAL HOMES, INC.
CONFIDENTIAL PURCHASER QUESTIONNAIRE

This Purchaser Questionnaire is a schedule to the Subscription Agreement between the undersigned Subscriber and General Homes, Inc. (the "Corporation"). Terms used herein unless otherwise defined herein shall have the meanings set forth in the Subscription Agreement or otherwise incorporated therein. The information elicited by this Confidential Purchaser Questionnaire will be used and relied upon by the Corporation to assure that Subscriber will meet the standards imposed by federal and state securities laws, including the rules and regulations of the Securities Act of 1933, as amended (the "Securities Act") with respect to an investment in the Securities.

All answers will be kept strictly confidential. However, by signing this Purchaser Questionnaire, Subscriber agrees that the Corporation may present this Purchaser Questionnaire to such

parties as the Corporation deems appropriate to establish compliance with federal or state securities law and as otherwise may be required by applicable law.

Please attach additional pages if needed to complete any question.

PLEASE PRINT OR TYPE

Part I. (ALL INDIVIDUAL SUBSCRIBERS MUST COMPLETE THIS PART. AN AUTHORIZED CORPORATE OFFICER, GENERAL PARTNER, TRUSTEE OR OTHER AUTHORIZED REPRESENTATIVE OF NON-INDIVIDUAL SUBSCRIBER MUST COMPLETE THIS PART GIVING INFORMATION CONCERNING SUBSCRIBER AND SUCH REPRESENTATIVE AS APPROPRIATE).

If the answer to any questions is "none" or "Not Applicable", please so state.

Name: Eugene M. Grant
Date of Birth: July 17, 1918
Place of Birth: New York, NY
Social Security Number: 109-18-9372
Residence Address: 1016 Orienta Avenue, Mamaroneck, NY 10543
Countty of Residence: Westchester
Telephone: (914) 698-7052
Business Address: 277 Park Avenue, New York, NY 10172
Telephone: (212) 688-4700
U.S. Citizen: Yes
Preferred Mailing Address: Business Address

Part II. (EACH INDIVIDUAL SUBSCRIBER AND EACH JOINT OWNER MUST COMPLETE THIS PART GIVING INFORMATION CONCERNING SUCH SUBSCRIBER. EACH PARTNER OF A PARTNERSHIP AND EACH

GRANTOR OF A TRUST MUST COMPLETE THIS PART SETTING FORTH INFORMATION ABOUT SUCH PERSON INDIVIDUALLY. IN ADDITION, THIS PART MUST BE COMPLETED FOR EACH ENTITY SUBSCRIBER AS TO THE ENTITY).

1. Is your individual net worth or combined net worth with your spouse in excess of $1,000,000. For purposes of this Purchaser Questionnaire, "net worth" means the excess of total assets at fair market value (including principal residence, home furnishings and automobiles) over total liabilities.

   Yes

2. Was your individual income during each of 1993 and 1994 at least $200,000, and do you anticipate that in 1995 it will be at least $200,00; or was your joint income (including your spouse) during each of the 1993 and 1994 at least $300,000, and do you anticipate that in 1995 it will be at least $300,000/

   Yes

To the best of my information and belief, the above information supplied by me is true and correct in all respects. I understand that such information will be kept confidential by the General Partner and its counsel, and that except as set forth on page 1 such information will not be publicly disclosed.

/s/ Eugene M. Grant

(Signature) Dated: December 21, 1995

APPENDIX F1

SHAREHOLDER AGREEMENT

AGREEMENT, made this 21st day of December, 1995, among **YVONNE LIEBEL** of Ridgefield, Connecticut and **EUGENE M. GRANT** of Mamaroneck, New York, hereinafter called "Shareholder" or collectively as "Shareholders", and by the singular pronoun "he", and **ALLIANCE CAPITAL, INC.**, a Connecticut corporation, having its principal place of business at 54 Danbury Road, Suite 300, Ridgefield, Connecticut, hereinafter called the "Company".

WHEREAS, the Shareholders are the owners of all the capital stock of the Company, and

WHEREAS, the Shareholders are agreed that the success of the Company requires that there be no sale, transfer or assignment of Company stock without the written consent of all Shareholders in the corporation, and

WHEREAS, the Shareholders are agreed that it is in the best interest of the corporation that the shares of the Company remain in the hands of Yvonne Liebel and Eugene M. Grant and that in the event of Eugene M. Grant's death, divorce or bankruptcy, his shares should be donated to the Alliance Foundation, a Connecticut, non-profit, non-stock corporation.

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt of which is hereby acknowledged, the Shareholders and the Company agree with each other:

1. No Shareholder shall sell, transfer, assign, pledge, hypothecate, encumber, use as security or in any way

alienate his shares of Company stock, or any right or interest therein, whether voluntarily, by operation of law, by gift, bequest, distribution, or otherwise, without the prior written consent of the Shareholders, on terms and conditions acceptable to said Shareholders.

2. In the event Shareholder, Eugene M. Grant, is adjudged a bankrupt, files for such designation and/or the protection of the Federal Bankruptcy Rules, or is a party to any divorce proceedings wherein a court of competent jurisdiction could make orders regarding the transfer and/or disposition of the Shareholder's interest in the Company, then, in such event, Shareholder , Eugene M. Grant, shall donate his shares of Company stock to the Alliance Foundation, Inc., a Connecticut non-profit, non-stock corporation or said corporation's successor in interest. In the event said donation is not complete within one hundred and eighty days of the occurrence of the event giving rise to the required donation, the Company shall have the right after the expiration of said one hundred and eighty (180) day period to retire the shares of Company stock in the name of Shareholder, Eugene M. Grant, and issue corresponding shares of Company stock in the name of the Alliance Foundation, Inc.
3. Upon the death of Shareholder, Eugene M. Grant, the shares of Company stock held by Eugene M. Grant at the time of his death shall be donated to the Alliance Foundation, Inc., a Connecticut non-profit, non-stock corporation or its successor in interest. In the event said donation is not completed within one hundred and eighty (180) days of the occurrence of the event giving rise to the required donation, the Company shall have the right after the expiration of said one hundred and eighty (180) day period to retire the shares of Company stock in the name of Shareholder, Eugene M. Grant, and issue corresponding shares of Company stock in the name of the Alliance foundation, inc. Within thirty (30) days of the execution of this agreement, Shareholder, Eugne M. Grant, agrees to amend his Last Will and Testament to

provide for said donation of Company shares upon his death.

4. This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Should any provision hereof be declared invalid, then the remaining provisions shall remain in full force and effect. Should any such provision be capable of amendment and such amendment would better effect the intent and purpose of this agreement, then a court of competent jurisdiction may so amend the provision providing that such amendment does, to the extent possible, accomplish the intent and purpose of the provision.
5. Any prior agreements between the shareholders concerning the stock of the company are hereby canceled.
6. In construing this agreement, female or neuter pronouns shall be substituted for those of the macular form and vice-versa, and the plural for the singular and vice-versa, in any case in which the context may require.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first above shown.

Witness by: ALLIANCE CAPITAL, INC.

_____ /S/By_____
Yvonne Liebel, its President

_____
/S/_____
Yvonne Liebel, Shareholder

/S/_____
Eugene M. Grant, Shareholder

Corporate Seal Attest:

/S/_____
Yuval Hazon Secretary

STATE OF CONNECTICUT)
) SS: Danbury, CT
COUNTY OF FAIRFIELD)

On this 21st day of December, 1995, personally appeared before me Yvonne Liebel, signer and sealer of the foregoing Agreement, to me personally known or proven to me to be the President and Shareholder of **ALLIANCE CAPITAL , INC.**, a Connecticut Corporation, signer and sealer of the foregoing instrument, she being there unto duly authorized, and acknowledged the same to be her free act and deed and the free act and deed of said corporation.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) SS: Danbury, CT
COUNTY OF FAIRFIELD)

On this 21st day of December, 1995, personally appeared before me, Eugene M. Grant, to me personally known or proven to me to be a Shareholder of **ALLIANCE CAPITAL, INC.**, signer and sealer of the foregoing instrument and acknowledges the same to be his free act and deed before me.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

SUBSCRIPTION AGREEMENT
ALLIANCE CAPITAL, INC.

Alliance Capital, Inc.
54 Danbury Road, Suite 300
Ridgefield, Connecticut 06877

Gentlemen:

1. Subscription. This subscription agreement ("Subscription Agreement") will evidence the agreement of the undersigned subscriber ("Subscriber") to purchase the amount of fifty five (55) shares of Common Stock "A" in **Alliance Capital Inc.** (hereinafter the "Corporation") with a value of Twenty-two Thousand Seven Hundred Twenty Seven and 28/100 ($22,727.28) Dollars per share for a total subscription of One Million Two Hundred Fifty Thousand and No/100 ($1,250,000.00) Dollars set forth below. The Common shares are referred to in this Subscription Agreement as the "Securities". The purchase is being effected pursuant to the terms of this Subscription Agreement.

2. Representation and Warranties. Subscriber hereby represents and warrants as follows:

(i) Subscriber is acquiring the Securities for investment purposes only, within the meaning of the Securities Act of 1933 (the "Securities Act'), with no intention of assigning any participation or interest therein, and not with a view to the distribution of all or any portion thereof;

(ii) Subscriber has received a copy of this subscription Agreement, has reviewed the

documents carefully, and has obtained such additional information as subscriber has requested through discussions with representatives of the Corporation;

(iii) Subscriber is sufficiently knowledgeable and experienced in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of this investment and to make an informed decision with respect hereto;

(iv) Subscriber has been informed that subscriber's investment is a high risk investment, and Subscriber acknowledges that the Corporation has recommended that Subscriber consult with Subscriber's own investment and/or legal advisor and that Subscriber has so consulted or has otherwise been satisfied regarding the risks of investment;

(v) Subscriber is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act;

(vi) Subscriber understands that the Securities are not being registered under the Securities Act on the grounds that the issuance thereof is exempt under Sections 4(2) and/or 4(6) of the Securities Act and/or Regulation D promulgated under the Securities Act, and that reliance on such exemptions is predicated in part upon Subscriber's representations and warranties.

(vii) Subscriber has no need for any liquidity in Subscriber's investment and can afford to hold unregistered securities for an indefinite period of time, and Subscriber is able to bear the economic risk of losing Subscriber's entire investment. In that the Securities have not been registered under the Securities Act, they cannot be resold unless

they are subsequently registered under the Securities act or an exemption from such registration is available. No Securities will be sold, assigned or otherwise transferred unless pursuant to an effective registration statement under the Securities Act and applicable state securities laws with respect thereto, or pursuant to an exemption therefrom;

(viii) Subscriber recognizes that there is no public market for the Securities and that after the offering of the securities there will be no public market for the Securities. Subscriber understands that the transferability of the Securities is restricted by applicable Securities laws and that Subscriber cannot expect to be able to readily liquidate Subscriber's investment in case of an emergency;

(ix) Subscriber is an individual at least 21 years of age and is currently the owner of non-voting common stock of the Corporation;

(x) Subscriber recognizes that an investment in the Securities is a speculative venture and Subscriber understands that no state and frderal government authority has made any finding or determination relating to the merits of investment in the Securities, and that no state or federal authority has recommended or endorsed or will recommend or endorse the Securities;

(xi) Subscriber understands that all documents, records or books pertaining to this investment have been made available for inspection by Subscriber's attorney and/or Subscriber's accountant and/or Subscriber. Subscriber and/or Subscriber's representatives have had the opportunity to ask questions of, and receive answers from, the Corporation or a person or

persons acting on its behalf concerning the offering of the Securities and the business of the Corporation and all such questions have been answered to Subscriber's full satisfaction. No oral representations have been made or oral information furnished to subscriber or Subscriber's representative in connection with this offering which are in any way inconsistent with this Agreement which are in any way inconsistent with this Agreement or are in any way inconsistent with the financial statements, books and records reviewed by Subscriber or offered to subscriber for review.

(xii) Subscriber agrees not to transfer or assign this Subscription Agreement or any interest herein and agrees that if Subscriber's subscription is accepted, the assignment and transferability of the securities will be governed by this subscription agreement, the Shareholder agreement being signed by subscriber simultaneously herewith and all applicable laws;

(xiii) Subscriber understands that tax consequences arising from an investment in the Corporation may be significant and accordingly, corporation has advised subscriber that he should consult his accountant before undertaking the subscription. Subscriber understands that any federal income tax benefits which may be available to Subscriber in this investment may be lost through adoption of new laws, amendments to existing laws and regulations, or changes in interpretation of existing laws and regulations.

(xiv) The Subscriber has the right, legal capacity and authority to enter into and perform his obligations under this Agreement; and no

approvals or consents of any provisions is necessary in connection with it.

(xv) Subscriber has complied with and is not in violation of any applicable federal, state and local statutes, rules, regulations, judgment, order, decree or the provisions of any agreement, contract, note, bond, license, indenture or other instrument, nor will Subscriber's performance under this Agreement constitute any such violation.

(xvi) There is no suit, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending, or to the best of knowledge of the Subscriber, threatened, against or affecting Subscriber's obligations or ability to perform under this Agreement.

(xvii) All negotiations relative to this Agreement and the transactions contemplated hereby have been caused by the Subscriber and his legal representative with the subscriber and his legal representative, and no action has been taken by Subscriber and his legal representative that would give rise to any claim for a brokerage commission, finders fee or other like payment.

(xviii) All information which Subscriber has provided in the Confidential Purchaser Questionnaire (Schedule A) which is attached hereto and made a part hereof and all other subscription documents executed in connection herewith is correct and complete as of the date set forth below and if there should be any change in such information prior to acceptance of this subscription, Subscriber immediately shall provide the Corporation with such new information.

3. Bound by Corporate Documents. A Subscriber purchasing interests hereunder hereby adopts, accepts and agrees to be bound by the Corporation's certificate of incorporation and the bylaws of the corporation and to perform all obligations imposed therein upon a shareholder with respect to the interests purchased. Upon acceptance of this Subscription Agreement by the corporation and the acceptance by Subscriber of the preferred share certificates, the Subscriber shall become a preferred shareholder.

4. Execution of Corporate Documents. Subscriber agrees to execute any other documents, including Corporation documents, necessary to complete the transactions contemplated hereby, and to be bound by all terms and provisions thereof.

5. Minimum Subscription. The offering will not be closed unless $1, 250,000.00 aggregate principal amount of Common shares are subscribed.

6. Miscellaneous.

(a) This Subscription Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and may be amended only by a writing signed by both parties.

(b) This Subscription Agreement will be construed under and governed by the laws of the State of Connecticut.

(c) Within ten (10) days after receipt of a written request from the Corporation, Subscriber will provide such information and execute and deliver such documents as reasonably may be necessary to comply with any law, rule, regulation or ordinance to which the Corporation is subject.

Subscription. Subscriber hereby subscribes for the following principal amount of Common Shares and number of interests:

X Principal Amount of Common Shares $22, 727.28

55 Number of Common Shares (1 for each $22,727.28)

8. **Closing.** Closing of this agreement shall occur on December 21, 1995 at 10: 45 p.m. at the law office of Cutsumpas, Collins, Hannafin, Garamella, Jaber & Tuozzolo, P.C., 148 Deer Hill Avenue, Danbury, Connecticut 06810. At closing, Corporation shall deliver to Subscriber share certificates representing 55 shares of Common Stock in the Corporation. At closing, Subscriber shall deliver to the Corporation check(s) payable to "Alliance Capital, Inc." in the amount of Four Hundred and Fifty Thousand and NO/100 ($450,000.00) Dollars. In the event said check(s) do not clear the banking process, the Corporation reserves the right to cancel the share certificates issued pursuant to this Subscription Agreement. The balance of the purchase price (i.e. $800,000.00) for the Securities shall be paid in four (4) equal installments of Two Hundred Thousand and No/100 ($200,000.00) Dollars which payments shall be due from Subscriber to the Corporation on April 30, 1996, July 31, 1996, October 31, 1996 and December 31, 1996. In the event of a default in payment of any said installments, Alliance Capital, Inc. agrees not to seek any legal recourse against the Subscriber herein or his estate.

9. **Counterparts.** This agreement shall be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

If Subscriber is a joint owner, designate in what capacity:

(_____) Joint Tenants with Right of Survivorship;

(_____) Tenants by the Entirety;

(_____) Tenants in Common (State Percentages:_____ (_____) Other (Specify: _____

IN WITNESS WHEROF, the undersigned has executed this Subscription Agreement on the 21st day of December, 1995.

Eugene M. Grant

_____

(Name of Subscriber – Print or Type)

/S/Eugene M. Grant

_____

(Subscriber's Signatures)*

APPROVED AND ACCEPTED:
ALLIANCE CAPITAL, INC.

/S/By_____ _____

Yvonne Liebel Date: 12/21/95
Its President

REGISTRATION DATA – PLEASE PRINT

NAME OF SUBSCRIBER	SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUM
Eugene M. Grant (Full name as it should appear in the corporation stock ledger)	109-18-9372

RESIDENCE ADDRESS	BUSINESS ADDRESS
1016 Orienta Avenue	277 Park Avenue
Mamaroneck, NY 10543	New York, NY 10172
(914) 698-7052	(212) 688-4700

CHECK APPROPRIATE BOX FOR MAILINGS: Business Address

STATE OF)
) SS: Danbury, CT
COUNTY OF)

Dated: December 21, 1995

On this 21st day of December, 1995, personally appeared before me Eugene M. Grant, to me personally known or proven to me to be the individual described in and who executed the foregoing Subscription Agreement and who dully acknowledged the same to be his free act and deed.

/S/_____
Christopher K. Leonard
Commissioner of the Superior Court

STATE OF)
) SS: Danbury, CT
COUNTY OF)

On this 21st day of December, 1995, personally appeared before me, Yvonne Liebel,signer and sealer of the foregoing Subscription Agreement, to me personally known or proven to me

to be the President of ALLIANCE CAPITAL, INC., and duly acknowledged the same to be his free act and the free act and deed of ALLIANCE CAPITAL, INC.

/S/_____

Christopher K. Leonard
Commissioner of the Superior Court

Schedule A
ALLIANCE CAPITAL, INC.
CONFIDENTIAL PURCHASER QUESTIONNAIRE

This Purchaser Questionnaire is a schedule to the Subscription Agreement between the undersigned Subscriber and Alliance Capital, Inc. (the "Corporation"). Terms used herein unless otherwise defined herein shall have the meanings set forth in the Subscription Agreement or otherwise incorporated therein. The information elicited by this Confidential Purchaser Questionnaire will be used and relied upon by the Corporation to assure that Subscriber will meet the standards imposed by federal and state securities laws, including the rules and regulations of the Securities Act of 1933, as amended (the "Securities Act") with respect to an investment in the Securities.

All answers will be kept strictly confidential. However, by signing this Purchaser Questionnaire, Subscriber agrees that the Corporation may present this Purchaser Questionnaire to such parties as the Corporation deems appropriate to establish compliance with federal or state securities law and as otherwise may be required by applicable law.

Please attach additional pages if needed to complete any question.

PLEASE PRINT OR TYPE

Part I. (ALL INDIVIDUAL SUBSCRIBERS MUST COMPLETE THIS PART. AN AUTHORIZED CORPORATE OFFICER, GENERAL PARTNER, TRUSTEE OR OTHER AUTHORIZED REPRESENTATIVE OF NON-INDIVIDUAL SUBSCRIBER MUST COMPLETE THIS PART GIVING INFORMATION CONCERNING SUBSCRIBER AND SUCH REPRESENTATIVE AS APPROPRIATE).

If the answer to any questions is "none" or "Not Applicable", please so state.

Name: Eugene M. Grant
Date of Birth: July 17, 1918
Place of Birth: New York, NY
Social Security Number: 109-18-9372
Residence Address: 1016 Orienta Avenue, Mamaroneck, NY 10543
Countty of Residence: Westchester
Telephone: (914) 698-7052
Business Address: 277 Park Avenue, New York, NY 10172
Telephone: (212) 688-4700
U.S. Citizen: Yes
Preferred Mailing Address: Business Address

Part II. (EACH INDIVIDUAL SUBSCRIBER AND EACH JOINT OWNER MUST COMPLETE THIS PART GIVING INFORMATION CONCERNING SUCH SUBSCRIBER. EACH PARTNER OF A PARTNERSHIP AND EACH GRANTOR OF A TRUST MUST COMPLETE THIS PART SETTING FORTH INFORMATION ABOUT SUCH PERSON INDIVIDUALLY. IN ADDITION, THIS PART MUST BE COMPLETED FOR EACH ENTITY SUBSCRIBER AS TO THE ENTITY).

1. Is your individual net worth or combined net worth with your spouse in excess of $1,000,000. For purposes of this Purchaser Questionnaire, "net worth" means the excess of total assets at fair market value (including principal residence, home furnishings and automobiles) over total liabilities.

   Yes

2. Was your individual income during each of 1993 and 1994 at least $200,000, and do you anticipate that in 1995 it will be at least $200,00; or was your joint income (including your spouse) during each of the 1993 and 1994 at least $300,000, and do you anticipate that in 1995 it will be at least $300,000/

   Yes

To the best of my information and belief, the above information supplied by me is true and correct in all respects. I understand that such information will be kept confidential by the General Partner and its counsel, and that except as set forth on page 1 such information will not be publicly disclosed.

/S/ Eugene M. Grant

(Signature)

Dated: December 21, 1995

APPENDIX F2

FAX TRANSMITTAL

CUTSUMPAS, COLLINS, HANNAFIN,
GARAMELLA, JABER & TUOZZOLO, P.C.
148 Deer Hill Avenue, Post Office Box 440, Danbury, CT 06810
Office: (203) 744-2150 Facsimile: (203) 791-1126
Thomas Reynolds, CPA/Sandy Trado, CPA

TO: _____ FAX #: 431-3570
Christopher K. Leonard, Esq.

FROM:_____

RE: Yvonne Liebel - Creation CT LLC
OUR FILE NUMBER: 95-13498-1-K

June 11, 1996

DATE:_____

COMMENTS: Please see correspondence attached hereto dated June 11, 1996 relative to the above matter.

ORIGINAL TO FOLLOW_____X_____ YES_____NO
Number of Pages Transmitted ____7___(INCLUDING Cover Sheet)
If there is a problem with this transmittal, please call

Mary Ann Newsome
_____ at (203) 744-2150

THE INFORMATION CONTAINED IN THIS COMMUNICATION IS CONFIDENTIAL, MAY BE ATTORNEY CLIENT PRIVILEGED, MAY CONSTITUTE INSIDE INFORMATION, AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. UNAUTHORIZED USE, DISCLOSURE, OR COPYING IS STRICTLY PROHIBITED AND MAY BE UNLAWFUL. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AT (203) 744-2150 AND DESTROY THIS TRANSMITION.

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

148 Deer Hill Avenue- P.O.Box 440, Danbury, Connecticut 06810

Lloyd Cutsumpas
Francis J. Collins
Edward J. Hannafin
Jack D. Garamella
Paul N. Jaber
John J. Tuozzolo
Robert M. Opotzner
Thomas W. Beecher
Eva M. DeFranco
Christopher K. Leonard
Thomas J. Mones
Paula Flanagan
Laura A. Goldstein
Peter A. Scalzo

OF COUNSEL
Mark D. Nielsen
Admitted in Conn. A.N. Y

Area Code 203-744-2150
Facsimile (203) 791-1126
Extension: 305

June 11, 1996

VIA FACSIMILE AND U.S. MAIL

Thomas Reynolds, CPA
Sandy Trado, CPA
Reynolds & Rowella
90 Grove Street
Ridgefield, CT 06877

Re: Yvonne Liebel - Creation of
Connecticut Limited Liability Company
Our File Number: 95-13498-1-K

Dear Tom and Sandy:

First off, on behalf of Yvonne liebel, I would like to thank you for taking the time to meet with us on such short notice on Thursday, June 6, 1996. As we discussed, the enclosed letter to Eugene Grant outlines the arrangements with regard to the transfer

of the St. John's Building into a Connecticut limited liability company which is to be created.

Please note that the letter to Eugene grant contains one change to the transaction which we discussed in your office on June 6, 1996, and that would be that the ownership percentage will not remain 99% in the name of Eugene Grant, but the ownership percentage will be split 51% Eugene Grant and 49% Yvonne liebel.

While I was reviewing several of the issues which came up relating to the LLC and the structure which has been contemplated, I came across several tax issues which after discussing briefly with Attorney Tom McCarthy, may warrant further investigation.

The first issue would be Eugene Grant's gift tax. Based upon the structure as outlined in the letter to Eugene Grant, Eugene grant may have two different gift tax problems. First, at the start of the day, Eugene grant owns 100% of the 37% interest in the St. John's Building, and at the end of the day, he would own 51% of an LLC that owns the 37% interest in the building. This 49% swing may result in a gift tax. The second gift tax problem may result from the transfer of the income rights. At the start of the day, Eugene Grant has a 100% interest in the income thrown off from his 37% ownership interest in the building. At the end of the day, he would only have 51% interest in the income thrown off by his ownership interest in the building. The transfer of the right to receive 49% of the income from the building without adequate consideration may create an event which results in gift tax. As a possible solution, perhaps shares of the stock in Alliance Capital and General homes, could be used to provide consideration which would flow to Eugene grant. Obviously, the gift tax problems would be Eugene grant's however, in speaking with Yvonne, we would like to know all the tax ramifications, including those which would be imposed upon Eugene as a result of the transaction as proposed.

A second potential issue relates to I.R.C. Section 704 and special allocations of partnership income. In your office, we proposed an arrangement which would have left 98% of the ownership interest in the building in Eugene grant's name with an income loss allocation of 62% to Eugene Grant and 38% to Yvonne Liebel. Under the revised arrangement, the ownership of the building would be 51% to Eugene Grant and 49% to Yvonne Liebel with exactly the same income and loss ratio. When I was reviewing the Code for the transaction as discussed in your office, it appeared that section 704 of the Code could be a problem given the ownership interests and the then differing income and loss distributions. Under the revised arrangement, the ownership interest and the profit and loss distributions would be identical (i.e. 51% Eugene Grant, 49% Yvonne Liebel). Therefore, under the revised arrangement, I presume that I.R.C. Section 704 would not be a problem. Please confirm that this is the case.

Please advise as to the tax consequences of the transaction as outlined in my letter to Eugene Grant. We will not be sending the outlined proposal on to Eugene Grant until we nail down the tax ramifications, and as a result, your prompt attention would be greatly appreciated.

Thank you for all of your assistance in this matter.

Very truly yours,
/S/
Christopher K. Leonard

CKL/man
Cc: Yvonne Liebel

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

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OF COUNSEL
Mark D. Nielsen
Admitted in Conn. A.N. Y

Area Code 203-744-2150
Facsimile (203) 791-1126
Extension: 305

June 13, 1996

VIA FACSIMILE AND U.S. MAIL

Mr. Eugene M. Grant
277 Park Avenue
New York, NY 10172

Re: Proposed transfer of interest in
St. John's Building, New York, NY
Our File Number: 95-13498-1-K

Dear Eugene:

1. I am advised by Yvonne Liebel that further discussions have been had on the st. John Building. I am advised that you may be agreeable to transferring a portion of your 37% ownership position in the building to Yvonne Liebel and that you will both transfer your ownership positions into an entity to be created which would

allow you to maintain control over the entire asset. The new entity will be investing and/or granting the income generated from the building to the Alliance foundation, alliance capital, Inc. and general homes, inc. to help support the current and future holdings of these entities.

2. The proposed transaction would be set up as follows:

A. Eugene Grant will transfer 49% of his 37% position in the building to Yvonne Liebel. To minimize gift tax consequences to Eugene Grant, value of Yvonne Liebel share may be significantly discounted as a non-marketable minority ownership.

B. A limited liability company would be created with Eugene Grant holding a 51% ownership interest and Yvonne liebel holding a 49% ownership interest. Each will pledge as a capital contribution their respective interests in the building. Upon creation of the LLC, Eugene Grant will have controlling interest in the LLC. Please note that many different options for transferring the interest in the St. John's Building have been explored, including a direct transfer from Eugene Grant to the limited liability company. We are advised by tax counsel that this would create a "phantom income " situation and would result in more tax than facing up to the taxable occasion prior to transferring the ownership interest in the building directly into the LLC.

C. The income loss percentages for the LLC would be Eugene grant 51% and Yvonne Liebel 49%.

D. The first $200,000 of income generated by the LLC each year would be donated by the LLC directly to The Alliance Foundation.

E. The operating agreement of the LLC would provide that upon the death of Eugene Grant, 49% of his ownership interest would be donated to the Alliance Foundation and 2% would be sold to Yuval Hazon (see paragraph 6 of this correspondence).

3. The formation of a limited liability company will allow Eugene Grant and Yvonne Liebel to operate the business like a partnership, yet the company will receive corporate liability protection. Additionally, the IRS views the entity as a pass through entity, and therefore, the entity is treated by the IRS for tax purposes as a partnership.

4. With regard to the remaining $1 million of net income ($1.2 million less $200,000 per year to The Alliance Foundation) generated by the building, the LLC will purchase new shares in Alliance Capital, Inc. and general Homes, Inc. for the next 25 years or until the building is sold, whichever comes first. The capital invested in the two corporations will allow both partners to retain the entire net income (no income tax on capital investment) while building up the future of Alliance Capital, Inc. and General Homes, Inc. as well as the financial future of the Alliance Foundation. (The Alliance Foundation is a beneficiary through a Will of Eugene Grant's shares in Alliance Capital, Inc. and General Homes, Inc.)

5. The LLC purchase of shares in Alliance Capital, Inc. and General Homes, Inc. will be as follows: X number of shares at $____ per share for _____ years. Max shares_____.

6. If the LLC were set up with Eugene grant and Yvonne Liebel as the only interest holders, upon the passing of Eugene Grant, the LLC would be owned by Yvonne Liebel and by a non-profit charitable corporation controlled by Yvonne Liebel. To avoid a claim by the IRS that at that time the LLC would be controlled by one person (one person LLC's are prohibited), Yuval hazon should be added as a minority interest holder (i.e. 2%). Youval Hazon's 2% interest can be purchased from the Estate of Eugene Grant. This format will insure that at any one time under any set of circumstances, the LLC will have two members. Utilizing the LLC will allow Eugene Grant to maintain a 51% controlling interest in the building, and at the same time, acquire additional shares in Alliance capital, inc. and general homes, Inc. for their continual

growth. This scenario will also guarantee an annual $200,000 donation to The Alliance Foundation.

7. Please contact me at your earliest convenience with regard to this proposed arrangement. Also, please confirm that my understanding of your 37% ownership position and the $1.2 million annual net income from your interest is accurate.

8. Finally, Yvonne had mentioned at one time that there are some agreements concerning the building which may or may not have to be complied with if your interest in the building is transferred. Please advise as to any such agreements and restrictions which may exist.

9. I look forward to hearing from you in the near future.

Very truly yours,
/S/
Christopher K. Leonard

CKL/man
Cc: Yvonne Liebel

FAX TRANSMITTAL

CUTSUMPAS, COLLINS, HANNAFIN,
GARAMELLA, JABER & TUOZZOLO, P.C.
148 Deer Hill Avenue, Post Office Box 440, Danbury, CT 06810
Office: (203) 744-2150 Facsimile: (203) 791-1126

TO: Eugene M. Grant _____ FAX #: 431-3570

FROM: Christopher K. Leonard, Esq.

RE: St. John's Building, New York, NY
OUR FILE NUMBER: 95-13498-1-K

DATE: June 17, 1996

COMMENTS: Please see correspondence dated June 17, 1996 attached hereto relative to the above matter.

ORIGINAL TO FOLLOW_____X_____ YES_____NO
Number of Pages Transmitted ____2___(INCLUDING Cover Sheet)
If there is a problem with this transmittal, please call

Mary Ann Newsome

_____ at (203) 744-2150

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CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
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Peter A. Scalzo

OF COUNSEL
Mark D. Nielsen
Admitted in Conn. A.N. Y

June 13, 1996

VIA FACSIMILE AND U.S. MAIL

Mr. Eugene M. Grant
277 Park Avenue
New York, NY 10172

Re: Proposed transfer of interest in
St. John's Building, New York, NY
Our File Number: 95-13498-1-K

Dear Eugene:

As a follow-up to our conversation earlier today wherein you advised me of the existence of restrictions with respect to the St. John's Building, could you please send me a copy of those restrictions as there may be a way to structure the transaction without violating the restrictions.

Thank you for your cooperation in connection with this matter.

Very truly yours,
/S/
Christopher K. Leonard

CKL/man

June 18, 1996 TUE 11:31 EUGENE M. GRANT & CO. FAX NO. 212-688-5082

277 Park Avenue, 47th Floor, New York, N.Y. 10172- 212-688-4700 - Fax 212- 688-5082

LOGO **EUGENE M. GRANT & CO.**

FAX TRANSMITTAL COVER SHEET

DATE : June 18, 1996

TO : Christopher K. Leonard, Esq.

FAX #: 203/791-1126

FROM: Eugene M. Grant

THIS TRANSMITTAL CONSISTS OF THIS COVER SHEET PLUS 1 PAGE (S).

ADDITIONAL COMMENTS:

Dear Chris:
Per your request, here is the applicable extract from the Partnership Agreement.

Warm regards, EMG

APPENDIX F3

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

148 Deer Hill Avenue- P.O.Box 440, Danbury, Connecticut 06810

Lloyd Cutsumpas
Francis J. Collins
Edward J. Hannafin
Jack D. Garamella
Paul N. Jaber
John J. Tuozzolo
Robert M. Opotzner
Thomas W. Beecher
Eva M. DeFranco
Christopher K. Leonard
Thomas J. Mones
Paula Flanagan
Laura A. Goldstein
Peter A. Scalzo

OF COUNSEL
Mark D. Nielsen
Admitted in Conn. A.N. Y

Area Code 203-744-2150
Facsimile (203) 791-1126
Extension: 305

August 2, 1996

Mr. Eugene M. Grant (via fax # 212-688-5082)
277 Park Avenue
New York, NY 10172

Yvonne Liebel (via fax # 011 972 2 232 303)
54 Danbury Road, Suite 300
Ridgefield, CT 06877

Re: Alliance Capital, Inc. & General Homes, Inc.
Our File Number: 95-13498-1-K & 95-13143-1-K

Dear Eugene and Yvonne:

Pursuant to my telephone conversations earlier today with the two of you, the following represents the agreement between Eugene M. Grant and Yvonne Liebel regarding Alliance Capital, Inc. and General Homes, Inc. as of August 1, 1996:

ALLIANCE CAPITAL, INC.

1. Alliance Capital, Inc. will purchase a minimum number of non-voting shares (not to exceed 5%) in General Homes, Inc. for the amount of $400,000 with the agreement that at any time general Homes, Inc. may repurchase this stock at the original purchase price.
2. Ownership of Alliance Capital, Inc. will be changed from 90% Yvonne Liebel and 10% Eugene M. Grant to 50% Yvonne Liebel and 50% Eugene M. Grant with Eugene M. Grant's shares willed to the Alliance Foundation.
3. Alliance Capital, Inc. will purchase a residential unit in Jerusalem (Unit 15 or 20) from the Al-Rov Corporation, Hilton project. The unit delivery date is estimated to be March 31, 1997.

GENERAL HOMES, INC.

1. Eugene M. Grant will purchase through a subscription agreement 5% of General Homes, Inc. for the amount of $240,000 a year for a minimum of 10 years payable at $20,000 per month secured by the income generated to him through his 37% ownership position in the St. John Building, New York, new York.
2. Pursuant to our telephone conversations, please execute this letter agreement today and return it to my office at the telecopier number (203) 791-1126 which appears on my letterhead. Upon receiving your signatures by fax today, I will proceed with the paperwork to implement the wishes of the parties so that we can move toward executing paperwork upon Eugene 's return from Maine and Yvonne's return from Israel.

Very truly yours,

/S/
Christopher K. Leonard

CKL/man

The undersigned acknowledges that they have read, understand and confirm the contents of this correspondence.

/S/_____ _____
Eugene M. Grant Date: 8/3/96

/S/_____ _____
Yvonne Liebel Date: 8/2/96

APPENDIX F4

FAX TRANSMITTAL

CUTSUMPAS, COLLINS, HANNAFIN,
GARAMELLA, JABER & TUOZZOLO, P.C.
148 Deer Hill Avenue, Post Office Box 440, Danbury, CT 06810
Office: (203) 744-2150 Facsimile: (203) 791-1126

TO: Yvonne liebel FAX #: 431-4838

FROM: Christopher K. Leonard, Esq.

RE: Alliance Capital, Inc. & General Homes, Inc.
OUR FILE NUMBER: 95-13498-1-K & 95-13143-1-K

DATE: September 25, 1996

COMMENTS: Please review draft of correspondence attached hereto relative to the above matter and advise.

ORIGINAL TO FOLLOW_____ YES__X____NO
Number of Pages Transmitted ____3___(INCLUDING Cover Sheet)
If there is a problem with this transmittal, please call

Christopher K. Leonard
_____ at (203) 744-2150

THE INFORMATION CONTAINED IN THIS COMMUNICATION IS CONFIDENTIAL, MAY BE ATTORNEY CLIENT PRIVILEGED, MAY CONSTITUTE INSIDE INFORMATION, AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. UNAUTHORIZED USE, DISCLOSURE, OR COPYING IS STRICTLY PROHIBITED AND MAY BE UNLAWFUL. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AT (203) 744-2150 AND DESTROY THIS TRANSMITION.

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

148 Deer Hill Avenue- P.O.Box 440, Danbury, Connecticut 06810

Lloyd Cutsumpas
Francis J. Collins

Area Code 203-744-2150
Facsimile (203) 791-1126

Edward J. Hannafin
Jack D. Garamella
Paul N. Jaber
John J. Tuozzolo
Robert M. Opotzner
Thomas W. Beecher
Eva M. DeFranco
Christopher K. Leonard
Thomas J. Mones
Paula Flanagan
Laura A. Goldstein
Peter A. Scalzo

OF COUNSEL
Mark D. Nielsen
Admitted in Conn. A.N. Y

Extension: 305

September 25, 1996

VIA FACSIMILE AND U.S. MAIL (1-212-688-5082)

Mr. Eugene M. Grant
277 Park Avenue
New York, NY 10172

Re: Alliance Capital, Inc. & General Homes, Inc.
Our File Number: 95-13498-1-K & 95-13143-1-K

Dear Eugene:

I have spoken with Yvonne Liebel, and she has advised me that the two of you have had an opportunity to go through the documents forwarded under my cover letters of September 19th and September 20th and that the two of you have come to some further agreements which will require some changes to the documents previously sent to you.

Yvonne advises that the two of you have agreed to the following:

1. The Amended Subscription Agreement for Alliance capital, Inc. will be further amended to reflect the sale of an additional thirty (30) shares to Eugene M. Grant (this would act to bring Eugene M. Grant's total shareholding interest to 85 out of 585 total shares).

2. The Amended Subscription agreement purchase price remains unchanged. To secure the Amended purchase price, an assignment of $20,000 of income per month for a period of five years will be made to Alliance Capital, Inc. A Security Agreement and UCC forms necessary to secure the obligation will be signed at closing. Income assignment payments will commence in January of 1997.

3. A $750,000.00 term life insurance policy on the life of Eugene Grant shall be purchased from the assignment of income monyes which flow into alliance capital, Inc. via the assignment. The cost of the policy will be approximately $54,000.00, leaving an annual income to Alliance capital, inc. created by the assignment of approximately $186,000.00

4. Additional shares of stock issued to Eugene M. grant shall be donated to The alliance Foundation, Inc. in the event of death, divorce, bankruptcy in the same manner as has been contemplated for Eugene M. Grant's existing 55 shares.

5. The assignment moneys paid in to Alliance Capital, Inc. after deduction of the life insurance policy premium shall be held in Alliance Capital Inc. as a capital reserve to insure the financial solvency of the alliance foundation. The moneys to be held as reserves in alliance capital shall only be drawn upon by the Foundation in the event all other sources of financial assistance to the Foundation have been exhausted. At such time as the term of the assignment of Income to alliance capital has come to a close, or when the Alliance Foundation becomes fiscally self sufficient, whichever should be the first to occur, moneys held in the Alliance Capital reserve account which have not been drawn upon by the alliance Foundation shall be deemed the property of Alliance Capital, Inc. The reserve account will help to insure that over the next five years the Foundation will have the necessary liquidity to fund efforts to achieve its mission.

Please review my outline of the changes to be made to the documentation and confirm that they meet with your understanding. Once I have heard from you that everything is acceptable, I will go ahead and make the necessary changes to the closing documentation, and a closing time and date can be scheduled. Along those lines, perhaps you could also advise my office as to a date next week which might fit in with your schedule.

I look forward to hearing from you in the near future.

Very truly yours,
/S/
Christopher K. Leonard

CKL/man
Cc: Yvonne Liebel

APPENDIX F5

March 14, 1997

Logo

UNITED OF OMAHA
A Mutual of Omaha Company

ALLIANCE FOUNDATION
54 DANBURY ROAD
RIDGEFIELD, CONN. 06877

Coverage ID: BUD1038927

Dear Sirs:

The ownership of this policy has been transferred to you, march 14, 1997, effective Jan. 15, 1997. Enclosed is a copy of the assignment.

It has been a pleasure to be of service to you. If you have any question, please feel free to contact us at 1-800-775-7896.

Sincerely,

/S/
Julie Peterson
Life brokerage services

United of Omaha Life Insurance Company
P.O. Box 2476 Omaha NE 68103 * 800-775-7894

SS
2

STERN SLAVUTIN-2 INC.
530 FIFTH AVENUE, NEW YORK, NY 10036-5197

January 27, 1997

Ms. Yvonne liebel
Alliance Foundation
54 Danbury Road
Ridgefield, CT 06877

Re: United of Omaha $700,000 insurance policy number BU1038927 or. the life of Eugene M. Grant

Dear Ms. Liebel:

It has been my privilege to serve Eugene M. Grant in the purchase of the above referenced life insurance policy. Mr. Grant wishes to irrevocably assign ownership of this policy to the Alliance Foundation, with the distinct understanding that the death proceeds shall be used exclusively to provide financial support, including salary and related expenses to the office of the president of the Alliance Foundation.

To complete this assignment you will find enclosed a form which should be signed by you as an officer of the Alliance Foundation. Once you have signed this form, please return it to my office in the enclosed envelope.

It is currently Mr. Grant's intention to make monthly contributions to the Alliance Foundation. These contributions should be sufficient to maintain the enclosed policy and may be used by the alliance Foundation for this purpose. To do this, you should plan to transmit to United of Omaha the amount required each month to keep the policy in force. I shall be happy to assist you with this, or to answer any questions you may have.

Very truly yours,
/S/
Ina Stern, President

Cc: Mr. Eugene M. Grant

IS/sd
Enc.

212-536-6025 THE INSTITUTE FOR ADVANCED TAX PLANNING F 212-536-6043

APPENDIX I - Thomas F. Reynolds, CPA, Sworn Affidavit

AFFIDAVIT

STATE OF CONNECTICUT)
) SS: Date: 4-28-00
COUNTY OF FAIRFIELD)

I, THOMAS F. REYNOLDS, of Reynolds and Rowella, LLP, being first duly sworn, do depose and say as follows:

1) I am over eighteen (18) years of age, understand the meaning and obligation of an oath, and have personal knowledge of all of the statements listed below,

2) I am named partner in the accounting firm of Reynolds & Rowella, LLP, and the Alliance Foundation has been a client of the firm since 1990.

3) That in September, 1996, Richard Solomon and Eugene Grant applied severe pressure in an attempt to have Reynolds & Rowella, LLP issue a highly critical management letter about Alliance Foundation, so as to distribute to outside parties.

4) That they caused to be issued a preliminary draft of the management letter by an accountant employed by Reynolds and Rowella, LLP, which contained certain inappropriate and misleading information, some of which was provided by Mr. Solomon.

5) That said letter was never meant to be distributed to outside parties and was only meant to be seen by the CEO and Treasurer of the Alliance Foundation.

6)That as soon as it was brought to my attention that the preliminary draft was used for purposes other than those originally intended, I issued a letter of clarification on November 11, 1996.

I certify that the foregoing statements are true and accurate to the best of my knowledge and belief.

/S/_____
Thomas F. Reynolds

Subscribed And Sworn to before me, a notary
Public in and for County of Fairfield
in State of Connecticut this 28 day of April, 2000
/S/Luisa S. Brausert Notary Public
My Commission Expires November 30, 2002

APPENDIX H - FIRST PETITION FOR WRIT OF CERTIORARI
01-258

No. 01-258

In The

Supreme Court of the United States

Yvonne Liebel

Petitioner,

v.

Eugene Grant, Esq.; Robert Nagro; Richard Solomon; Ridgefield Bank; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoeing, Esq.; David Stone, Esq.; Ira Millstein, Esq.; Marvin Jacob, Esq.; Reynolds and Rowella, LLP., PricewaterhouseCoopers, LLP/Kesselman & Kesselman;

Respondents.

On Petition For Writ Of Certiorari
To State Of Connecticut Supreme/Appellate Court

PETITION FOR WRIT OF CERTIORARI

Yvonne Liebel, **Pro Se**
106 Great Hill Road, Ridgefield, CT 06877/ e-mail: yliebel @ aol.com
Tel: 203-438-4677/310-435-0769 Fax: 203-438-0040/310-657-2731

QUESTIONS PRESENTED

I Is an Interlocutory Order not-appealable where Due Process is denied a civil litigant?

II Is civil litigant's due process not violated when the litigant is denied counsel?

III Does pretrial managerial judging in Complex Litigation Courts violate due process when the Courts depart from State Adjudication Standards without a well- publicized body of rules and procedures that is accessible to all litigants?

Questions addressing violations of Petitioner's constitutional rights to Due Process and Equal Protection Of The Las under the Fourteenth Amendment of The United States Constitution

This litigant's life and her family's are at risk

PARTIES TO THE PROCEEDINGS

Plaintiffs /Petitioners

Yvonne Liebel, Petitioner, is an individual and has no corporate affiliation; **The Alliance Foundation, Inc.**, a Connecticut 501 (c)(3) non-stock corporation; **Alliance Capital, Inc.**, a Connecticut corporation with no parent or publicly held company; **General Homes, Inc.** a Connecticut corporation with no parent or publicly held company; **Alliance International Development Corp.**, a Connecticut corporation with no parent or publicly held company; **DTL-USA, Inc.**, a Connecticut Corporation with no parent or publicly held company (the "Alliance Entities").

Defendants/Respondents

Eugene Grant, Esq., an individual and has no corporate affiliation; **Robert Nagro**, an individual and has no corporate affiliation; **Richard Solomon**, an individual and has no corporate affiliation; **Ridgefield Bank**, a Connecticut corporation, a commercial bank with no parent or publicly held company; **Weil, Gotshal and Manges, LLP**, a New York limited Liability Partnership; **Mark Hoeing, Esq.**, an individual and has no corporate affiliation; **David Stone, Esq.**, an individual and has no corporate affiliation; **Bridge to Brotherhood, Inc.**, a New York 501(c)(3) non stock corporation; **Ira Millstein, Esq.**, an individual and has no corporate affiliation; **Marvin Jacob, Esq.**, an individual and has no corporate affiliation; **Reynolds and Rowella, LLP.** a Connecticut , Limited Liability Partnership; **PricewaterhouseCoopers, LLP/Kesselman & Kesselman**, a Delaware Limited Liability Partnership.

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OPINIONS BELOW

The Order granting Defendants' Motion To Dismiss Plaintiffs' Appeal in the case of The Alliance Foundation, Inc. et al. v. Eugene Grant et al. No. A.C. 21419, and is set forth in the Appendix hereto (App. A at page 1a)

The Order of The Supreme Court Of The State of Connecticut denying Plaintiffs' Joint Petition for Certification to The Supreme Court is set forth in Appendix hereto (App. A4 at page 6a)

BASIS FOR JURISDICTION

The judgment of the Connecticut Appellate Court was entered on March 21, 2001. The Order of the Supreme Court Of The State Of Connecticut denying the Plaintiffs' Joint Petition for Certification to The Supreme Court was entered on May 7, 2001. This petition for writ of certiorari is filed within ninety days from that date. 28 U.S.C. Section 2101 (c). The jurisdiction of this Court is invoked under 28 U.S.C. Section 1257.

STATUTORY PROVISIONS INVOLVED

Fourteenth Amendment of The United States Constitution:

"All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges and immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law, not deny to any person within its jurisdiction the equal protection of the laws."

Connecticut Public Act 99-215, Section 27, subsection (a) provides for a transfer of a case to Complex Litigation Docket, and the Connecticut Superior Court Rules-Civil Matters Rules 23-13, 23-14, and 23-15, governing the Complex Litigation Docket.

Rule 23-13 states as follows:

The Chief Court Administrator, or the Chief Administrative Judge of the Civil Division may designate a group of cases that have many parties in common, questions of law, or fact as complex litigation cases and assign the cases to a single judge for pre-trial, trial, or both and, if appropriate, may assign the cases to another judge or court officer for settlement or meditation discussions.

Rule 23-14, states as follows:

The judge to whom complex litigation cases have been assigned may stay any or all further proceedings in the cases, may transfer any or all further proceedings in the cases to the Judicial District where the judge is sitting, may hear all pre-trial motions, and may enter any appropriate order which facilitates the management of the complex litigation cases.

Rule 23-15, states as follows:

An attorney or judge may request the Chief Court Administrator to make an assignment pursuant to Section 23-13. The request shall be submitted, in writing, to the Chief Court Administrator and the Chief Administrative Judge of the Civil Division. When an attorney makes such a request, the attorney shall serve a copy of the request on all other parties pursuant to Section 10-12 through 10-17. Should the Chief Court Administrator deem it appropriate to do so, the Chief Court Administrator may solicit comments on the request by causing a notice to be published in the Connecticut Law Journal.

STATEMENT OF CASE

"... NO STATE SHALL MAKE OR ENFORCE ANY LAW WHICH SHALL ABRIDGE THE PRIVILEGES AND IMMUNITIES OF CITIZENS OF THE UNITED STATES, NOR SHALL ANY STATE DEPRIVE ANY PERSON OF LIFE, LIBERTY OR PROPERTY WITHOUT DUE PROCESS OF LAW, NOR DENY TO ANY PERSON WITHIN ITS JURISDICTION THE EQUAL PROTECTION OF THE LAWS."

The Constitution of The United States of America ("Fourteenth Amendment")

Exercising Managerial Judging through the enforcement of Connecticut Superior Court Rules-Civil Matters Rules 23-13, 23-14, and 23-15, governing the Complex Litigation Docket, the Connecticut Superior Court derailed legal proceedings when it forcefully transferred a case at the pretrial stage from its original court where proper venue lies to a new and distant Complex Litigation Docket with broad and unclear judicial discretion that at pretrial stage is seldom subject to appeal. The Superior Court actions were further sanctioned when the Connecticut Appellate Court granted the Defendants' "Motion to Dismiss Appeal" (Hon. Judge Barry R. Schaller, Recused) on the basis that appeal was interlocutory and the Court lacked jurisdiction. The Superior Court actions were sanctioned once again when the Supreme Court denied the Plaintiffs' "Joint Petition for Certification." Throughout the transfer and appeal process the Courts severely abridged privileges and immunities of the Petitioner in this action depriving her of life, liberty and property without Due Process and denying her equal protection of the laws as guaranteed to her under the Fourteenth Amendment of the United States Constitution.

The Petitioner, Yvonne Liebel, is founder and president of a small Connecticut public charity, The Alliance Foundation, Inc., established in 1990, and related corporations: Alliance Capital, Inc.; Alliance International Development Corp.; General Homes, Inc.; and DTL-USA, Inc. On January 10, 2000 DTL-USA, Inc. and Yvonne Liebel filed a Summons and Complaint in the Judicial District of Danbury in Danbury, Connecticut, against Ridgefield Bank of Ridgefield, Connecticut, Docket No. CV00-0338142 - S (the bank case), alleging UCC and other violations against the Bank.

On February 18, 2000, The Alliance Foundation, Inc. and Yvonne Liebel, filed a second Summons and Complaint in the Judicial District of Danbury against Eugene Grant; Richard Solomon and Robert Nagro (officers/directors of the Foundation), Docket No. CV00-0338520-S (the lead case). The action alleges conspiracy to destroy the Foundation and defraud the Plaintiffs of their assets. At the center of the Foundation's assets are two breakthrough IRS private-letter-tax-rulings that the Petitioner, Yvonne Liebel, originated in 1991 and 1996 for the Foundation; and equities in five start-up companies that the Foundation assisted between 1993-1998.

On or about July 7, 2000, the Plaintiffs filed a Motion to Cite In four additional Defendants to the lead case: Ridgefield Bank (the Plaintiffs' bank since 1990); and Weil, Gotshal and Manges LLP; Mark Hoenig, Esq.; and David Stone, Esq. (the Foundation's pro bono attorneys and trustees since 1990). Within a few days, Honorable Judge Radcliff granted the Plaintiffs' motion. On September 1, 2000, the Plaintiffs filed a Motion for Joinder of three additional Plaintiffs: Alliance Capital, Inc.; Alliance International Development Corp.; and General Homes, Inc., and a Second Amended Complaint that included all new Plaintiffs and Defendants. In a "Request to Revise" the complaint, Defendant, Eugene Grant asked for 66 revisions. Honorable Judge Radcliff granted the Defendant 8 revisions.

The main reason for not including all parties in the initial complaint was that the in-house out-of-state-counsel the Plaintiffs hired in October 1999, Richard Gregg, insisted that these parties could always be added in subsequent amended complaints during discovery proceedings, which would not present a problem as the State of Connecticut had a liberal policy with regard to future amendments. This single misleading advice caused the Plaintiffs undue delays and appeals that critically damaged the Plaintiffs' litigation and their resources.

Due to continuous conflicts, in May 2000, Attorney Gregg was sent back to his home state. He continued, however, to advise the Plaintiffs long distance until he resigned on October 12, 2000. Also in May 2000, a part time in-house Connecticut counsel, Attorney Joyce Morin was hired. Attorney Morin who suffers from Multiple Sclerosis practices family law in the State of New York. Her professional and physical limitations necessitated the hiring of additional Connecticut litigation counsel, Attorney Kevin Ahern, on an as needed basis to conserve funds.

On October 12, 2000, following the two favorable rulings for the Plaintiffs, and before the Defendants filed their answers, the Defendants filed an application to transfer the lead case to a Complex Litigation Docket in another city (Stamford, Connecticut) about one hour from the originating Court and where the Defendants' law firms are located. The Defendants have unlimited resources and are represented by major Connecticut law firms. The Plaintiffs have limited resources and legal counsel and the Petitioner, who is not an attorney generates all pleadings. The Defendants' stated reason for the transfer was that one judge should oversee the case to trial for judicial economy (App. D, at 22a). On October 12, 2000, Plaintiffs filed an objection to the transfer citing extreme physical and financial hardships that would result from such transfer, as well as, an exhaustive logistic burden for them and their counsel to litigate this matter long distance (App. D1, at 23a).

On October 24, 2000, an Administrative Judge in Hartford, Connecticut, Honorable Judge John J. Langenbach, exercised judicial management and issued an Interlocutory Order granting the Defendants' application to the transfer (App. D2, at 25a) without the benefit of a hearing in the Danbury Superior Court and against the Plaintiffs' numerous compelling objections. Also, the case was transferred although Honorable Judge Taggart Adams, in a Status Conference on October 16, 2000 in the Danbury Superior Court, agreed to exclusively supervise the case (App. B, at 11a) resolving the Defendants' main reason for the transfer.

Further, Judge Langenbach's transfer Order failed to include the bank case, although the Plaintiffs filed Motions to Consolidate in both cases, as they stemmed from the same fact pattern and shared common parties. In splitting venues, Judge Langenbach separated the cases, an action that was contrary to the motions' intent.

Judge Langenbach's Interlocutory Order also interrupted a commitment made by Judge Adams at his October 16, 2000 Status Conference, to rule within 48 hours (App. B1, at 12a) on the following pleadings he ordered the Plaintiffs to file by October 24, 2000: Motions to Consolidate their two cases; a reclaim of their Motion for Joinder of Additional Plaintiffs (since it was passed over on September 18, 2000 when it came up on the Court's short calendar); Request to Amend Second Amended Complaint and a Third Amended Complaint; and a Motion to Add New Party Defendants .

As a result of the interlocutory transfer order, Judge Adams did not rule on the Plaintiffs' pleadings on October 26, 2000 as he stated. Instead, on November 15, 2000, Honorable Judge Arthur Hiller, partially fulfilling Judge Adams commitment, ruled on the Plaintiffs' Motion to Cite in New Party Defendants (App. D3, at 26a). Judge Hiller ordered to cite in three of five Defendants: Bridge to Brotherhood, Inc. (Weil, Gotshal and Manges' new charity that replaced The Alliance Foundation, Inc. and took over its assets); Ira

Millstein, Esq.; Marvin Jacob, Esq.; (senior partners at Weil, Gotshal and Manges and members of the charity's board of directors). Judge Hiller's decision excluded two indispensable Defendants: the local accounting firm of Reynolds and Rowella, LLP (member of the board of directors of Ridgefield Bank and the Plaintiffs' accounting firm since 1988), and PricewaterhouseCoopers, LLP/Kesselman & Kesselman (associates of Weil, Gotshal and Manges, LLP in this matter). On November 15, 2000, Judge Hiller did not rule on the remaining documents. Bridge to Brotherhood, Inc., Ira Millstein, and Marvin Jacob were properly served in December 2000, but they have not yet filed appearances or answers in this action.

Although the Plaintiffs were allowed to object to Judge Langenbach's transfer Order at a subsequent hearing on November 15, 2000 at the Complex Litigation Docket in Stamford, Connecticut (App. D4, at 27a), the presiding Judge, Honorable Judge Kevin Tierney's conduct and statements at the hearing indicated that the dye was cast with regard to the transfer long before the hearing and that the hearing was a mere formality.

In addition, during the hearing Judge Tierney indicated that his Court was accorded greater latitude in case supervision than other State Courts although there wasn't clear indication as to what rules or policies the Plaintiffs would be subjected to at the Complex Litigation Docket (App. C2, at 15a). Judge Tierney also stated he had the power to reverse prior decisions made by other Superior Court Judges and planned to exercise it by eliminating the existing decision on the request to revise (App. C3, at 16a.) Judge Tierney indicated that access to his Court's file would be extremely difficult, (App. C4, at 17a) and ignored the Petitioner's cries for help in securing counsel that would remain true to the case, a problem that plagued the Plaintiffs' ability to litigate caused by the Defendants' significant power and applied "pressures" (App. C5, at 17a). Finally, Judge Tierney overruled the Petitioner's numerous objections to the transfer (App. C6, at 19a), including her argument that although the case had multiple Defendants it was not too complex for the

Danbury Court to supervise (App. C7, at 20a). Judge Tierney rendered his decision from the bench without a written memorandum or a verbal explanation and stated that this was his Court's usual conduct (App. C8, page 21a). None of the Motions were ruled on at the hearing.

On November 20, 2000, five days after the hearing at the Complex Litigation Docket, the Defendant, Eugene Grant, filed three simple/frivolous contract actions in the Danbury Court, Case No. CV-00-0341050 - S, Eugene Grant v. The Alliance Foundation, Inc.; Case No. CV-00-0341048-S and case No. CV- 00-0341049-S, Eugene Grant v. Alliance Capital, Inc. (the Grant cases). Alliance Capital was a sought joinder in the Motion for Joinder of Additional Plaintiffs which was still pending at the time these actions were filed. Since their filing, the Grant cases served as a litigation ploy that managed to successfully disturb proceedings in the lead cases.

In December 2000, The Alliance Foundation, Inc. and Alliance Capital, Inc. moved for consolidation of the Grant cases with the lead case. The matter appeared on the Danbury Court's short calendar on January 8, 2001. At the hearing in the Danbury Superior Court, the Court clerk instructed the Petitioner and counsel, Joyce Morin, to leave the Court before marking their Motion ready by stating that the matter was transferred to Complex Litigation Docket, verbally referring to written Court instructions from Complex Litigation that didn't exist. As a result, the Motion was not ruled on that day, instead, on January 8, 2001, Judge Adams issued an Order delaying the decision for 30 days (App. D5, at 28a), during which time the Court transferred the Grant cases to Complex Litigation Docket without a hearing in the Danbury Court. On January 26, 2001, the Corporations filed objections to the transfer. On February 22, 2001, the Court scheduled a hearing on the transfer at the Complex Litigation Docket for March 12, 2001 (App. D6, at 30a).

On November 27, 2000, the Plaintiffs filed an appeal with the Appellate Court in Hartford, Connecticut, appealing both Judge Langenbach and Judge Tierney's Interlocutory transfer orders; the Court's failure to rule on their properly filed motions; the Court 's exclusion of two party defendants; and Judge Adams Order at the October 16, 2000 conference to make their Third Amended Complaint a "final" complaint ("I'm inclined to let the plaintiffs file and serve one more complaint with the provision that it is going to be the last one." Excerpt from Judge Adams' conference on October 16, 2000. At that point none of the Defendants had filed answers and facts were still unfolding).

In both the October 16, 2000 Status Conference and in the November 15, 2000 hearing at the Complex Litigation Docket the Plaintiffs raised issues of due process and difficulties with counsel. The Plaintiffs raised the due process issue more comprehensively in their Appellate Brief filed on January 25, 2001 (App. A5, at 8a). The four Volume brief included the pending motions; Third Amended Complaint and exhibits, etc. The Plaintiffs raised this issue again when on January 29, 2001 they filed their objection to the Defendants' Motion to Dismiss Appeal filed on January 10, 2001. In their motion to dismiss the Defendants argued that the appeal was interlocutory and the Appellate Court lacked jurisdiction. In their objection, the Plaintiffs argued that the Courts' decisions "concluded" their rights and violated their due process and therefore should be considered "final" and deserving of appeal.

From November 15, 2000 to date, Judge Tierney's decisions continued to stun the Petitioner. Judge Tierney:

1. Ordered corrections of only sixteen out of at least twenty errors and omissions found in his Court's November 15, 2000 transcript, all in favor of the Defendants, leaving out significant four changes (App. D7, at 31a);

2. With regard to the March 12, 2001 hearing on the transfer of the Grant cases to Complex Litigation Docket, the Court denied motions for continuance with good cause: The Appellate Court decision on the transfer of the lead case was expected any day (App. D9, at 36a), which would affect proceedings. In addition, although Petitioner informed the Court she was ill in California and Attorney Morin was unable to represent the Corporations alone, the Court insisted on holding the hearing on that date which brought about Attorney Morin's dismissal to avoid possible misrepresentations at the hearing. This action later necessitated the filing of appearances by Attorney Kevin Ahern in these matters;

3. Denied Attorney Joyce Morin's Motion for Continuance to obtain new counsel citing a rule applicable to a resigning attorney not a dismissed attorney (App. D10, at 38a), forcing her to appear at his March 12, 2001 hearing against her clients' instructions and creating for her a conflict of interest between the Court and her clients. Attorney Morin stated that as "An Officer Of The Court" she had to abide by Judge Tierney's order and appear at the hearing;

4. Overruled at his March 12, 2001 hearing, the Corporations' objection to transfer the Grant cases from the Danbury Superior Court to Complex Litigation Court without an authorized counsel present at the hearing and without a memorandum of decision explaining his ruling (App. D11, at 38a);

On March 21, 2001, the Court of Appeals for the State of Connecticut dismissed the Plaintiffs' appeal (App. A, page 1a) by simply granting the Defendants' "Motion to Dismiss Appeal." Honorable Judge Barry R. Schaller recused. (Hon. Judge Barry R. Schaller is author of "Managerial Judging: A Principled Approach to Complex Cases in State Court", CT Bar Journal, April 1994. Cite: 68 Conn. B.J. 77). The Court wasted almost three months to consider the transfer to Complex Litigation Docket; the Court failure to rule on motions; and claims of Due Process violations, only to quickly dismiss appeal on a motion denying the Petitioner 's right to review.

The Appellate Court, through its Case Manager seemed to have coordinated its actions and decisions with the Complex Litigation Docket, as well as, with Petitioner's counsel, Attorney Kevin Ahern:

1. The Court forwarded the Motion for Rectification of the Danbury Court October 16, 2000 Transcript (which also contained numerous errors and omissions favoring the Defendants), to Judge Tierney. The Court never forwarded the motion to the appropriate Court, Judge Adams. Upon dismissing the appeal the Court ORDERED that no further action was necessary on the motion as appeal was dismissed (App. D12, at 39a and App. D13, at 40a);

2. The Court forwarded the Motion for Rectification of Docket Sheets and Missing Files intended for the Clerk at the Danbury Superior Court to the wrong Court, to Judge Tierney, AT complex Litigation. Upon dismissing the appeal the Court ORDERED that no further action was necessary as appeal was dismissed. (App. D8, at 34a and D14, at 41a);

3. The Petitioner found that the Court published on the Internet, in error, that appeal was withdrawn instead of dismissed. On inquiry, the Court informed Petitioner it was a Complex Litigation Docket error and that the Court corrected it;

4. The Court sent its March 21, 2001 Order to Dismiss Appeal to the Petitioner's address in Connecticut while the Case Manager was well aware that Petitioner was ill in California. On March 30, 2001, Petitioner received an "urgent" fax from Attorney Kevin Ahern that "as he was passing through Stamford" (two hours from his office) he stopped at Complex Litigation Docket, where the Clerk informed him that the appeal in the lead case was dismissed on March 22, 2001 (App. D15, at 42a). Learning about the dismissal nine days after it was rendered cut by half the number of days the Plaintiffs had to appeal to the Supreme Court, but long enough to

allow Attorney Ahern to commence on March 29, 2001, a joint appeal in the Grant cases, appealing Judge Tierney's decision to transfer the cases to his Court. If the appeal in the Grant cases was finalized this "maneuver" would at least: A. prevent a direct and immediate appeal from the Superior Court (from Judge Tierney's March 12, 2001 decision) to the Supreme Court Pursuant to C.G.S Section 52-265a B. a ruling from the Appellate Court could take months (Court delays have characterized this litigation) C. the Grant cases could not join the lead cases in a "Joint Petition to the Supreme Court" E. a duplicate appeal in the Grant cases was certain to invite a "Motion to Dismiss" and a "Motion for Sanctions" by opposing counsel;

5. Petitioner scrambled to get an extension of time for the lead case to file "Petition For Certification to the Supreme Court" but Attorney Ahern was uncooperative, he continuously, "pushed" to finalize the Grant appeal although he knew it was inappropriate and against his clients best interests (App. D 16, at 43a). When Petitioner refused to proceed with it, he threatened to and later resigned. Petitioner finally called opposing counsel and obtained from him an extension until April 25, 2001, which the Court had to approve. Petitioner also scrambled to quickly file "Motions for Extension of Time" on behalf of the bank case and the Grant cases in order to join them with the lead appeal on April 25, 2001. Attorney Ahern only wasted time, provided misleading advice and produced nothing;

6. On April 6, 2001, Judge Tierney assigned the lead case a new Complex Litigation Docket number effective March 30, 2001 (App. D17, at 47a). Deadline for appealing the decision was April 11, 2001;

7. Although the Corporations did not pursue the appeal in the Grant cases and no documents were filed with the Appellate Court, Attorney Ahern, as late as April 18, 2001, kept advising Petitioner that the Appellate Court left him messages and spoke to him, inquiring about the appeal. On the morning of April 19, 2001,

Petitioner wrote a letter to the Court and Attorney Ahern advising them (what Attorney Ahern had known for a long time) that the Corporations in the Grant cases planned to file a direct appeal to the Supreme Court and join it with the lead case and the bank case on April 25, 2001. A few hours later, Petitioner received a fax from Attorney Ahern of an Appellate Court Notice dated April 16, 2001, assigning this non-appeal an Appellate docket number, AC 21768 and a Case Manager, contrary to P.B. Section 63-3 (App. D18, at 48a). An hour later, Petitioner received another fax from Attorney Ahern: Motion to Dismiss and Motion for Sanctions dated April 17, 2001 by opposing counsel against the Corporations. In his cover letter dated April 20, 2001 Attorney Ahern advised to answer the motions, but Petitioner refused, so not to validate this appeal. Attorney Ahern never informed his client of this Court error. When Petitioner brought the matter to his attention he defended the Court and patronized her with irrelevant legal arguments;

8. The Appellate Court's docket sheets posted that the "Motion to Dismiss Appeal" in the Grant cases was filed by the Defendants Corporations instead of by Eugene Grant;

9. Attorney Ahern answered the Motion for Sanctions on his own behalf, against his clients' instructions arguing that as "An Officer Of The Court" he had to answer the motion although the appeal was invalid. Petitioner then asked him to at least postpone his answer until after the Plaintiffs filed their Petition to the Supreme Court on April 25, 2001, which would still leave him ample time to file. Counsel filed his answer on April 23, 2001;

10. The events surrounding the Grant cases' appeal caused the resignation of Attorney Ahern in April, although he agreed to remain until new counsel was retained. On April 22, 2001, he wrote a short summary to the Appellate Court (App. D19, at 49a). On June 21, 2001, the Appellate Court "Granted" Eugene Grant his "Motion to Dismiss Appeal" in the Grant cases A.C.21768 (App. D20, at 51a) and "Denied" his "Motion for Sanctions (Honorable Judge Barry R.

Schaller recused in both orders). (App. D21, at 52a.) Attorney Ahern did not offer an explanation for his conduct. Immediately following these decisions, Petitioner accepted his resignation. On June 18, 2001, Attorney Joyce Morin, unexpectedly and without notice also resigned. On June 22, 2001, Petitioner informed the Complex Litigation Docket, to which all cases were now transferred (except the bank's case) of these developments (App.D25, at 57a).

Although both Attorneys Morin and Ahern were requested to fax copies of their withdrawal forms, Petitioner is yet to receive them. Attorney Morin reiterated her resignation in a letter to Defendant Eugene Grant's counsel (App. D22, at 53a). At the time of filing of this Writ of Certiorari, the corporations are without counsel.

On July 18, 2001, the Complex Litigation Docket sent out notices that the Grant cases were transferred to the Court and were assigned new Docket numbers: CV-01-0184857-S (X05); CV-01-0184858-S (X05); CV-01-0184858-S. Also, that a conference was scheduled for August 29, 2001 at 2:00PM, with regard to these cases only.

To date, nine months after Judge Langenbach issued his Interlocutory Order, none of the Plaintiffs' pleadings have been ruled on which stymied proceedings and brought this litigation to a dead stop. Without Connecticut counsel and a dismissed appeal, Petitioner hoped that the "Joint Petition for Certification to the Supreme Court" would finally consolidate all matters for the Court's review and return the case from Complex Litigation in Stamford to the Danbury Court where proper venue lies.

On April 23, 2001, Petitioner filed on behalf of the bank case: DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank Docket No.CV00-0338142-S, a "Motion for Extension of Time (until April 25, 2001) to File Joint Petition for Certification to the Supreme Court" to join the Petition for Certification with the lead case A.C. 21419/Docket No.CV00-0338520- S and the Grant cases: Eugene

Grant v. The Alliance Foundation, Inc., CV00-0341050S; Eugene Grant v. Alliance Capital, Inc., CV00-0341049S; And Eugene Grant v. Alliance Capital, Inc., CV00-0341048. The extension of time was from the date of November 15, 2000, when Judge Hiller at the Danbury Court failed to rule on the "Motion to Consolidate" the case. Legal basis for the motion for extension of time: C.G.S. Sections 52-264; 52-265; 52-265a; P.B. Sections 84-2 (3)(4)(5); and the Fourteenth Amendment of the United States Constitution.

Also on April 23, 2001, Petitioner filed on behalf of the Corporations a "Motion for Extension of Time (until April 25, 2001) to File Joint Petition to the Supreme Court" in the Grant cases: Eugene Grant v. The Alliance Foundation, Inc., CV00-0341050S; Eugene Grant v. Alliance Capital, Inc., CV00-0341049S; And Eugene Grant v. Alliance Capital, Inc., CV00-0341048; to join the Petition for Certification with the lead case A.C. 21419/Docket No.CV00-0338520- S and the bank case DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank Docket No.CV00-0338142-S. The extension of time was from March 12, 2001 the date Judge Tierney overruled the Corporations' objection to the transfer of the Grant cases to Complex Litigation Docket. Legal basis: C.G.S. Sections 52-264; 52-265; 52-265a; P.B. Sections 84-2 (3)(4)(5); and the Fourteenth Amendment of the United States Constitution.

On April 24, 2001, Petitioner filed a "Joint Petition for Certification to the Supreme Court" on behalf of the lead case A.C. 21419/Docket No.CV00-0338520- S; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank Docket No.CV00-0338142-S; Eugene Grant v. The Alliance Foundation, Inc., CV00-0341050S; Eugene Grant v. Alliance Capital, Inc., CV00-0341049S; And Eugene Grant v. Alliance Capital, Inc., CV00-0341048; Legal basis: C.G.S. Sections 52-263;52-265a; P.B. Sections 84-2 (3)(4)(5); and the Fourteenth Amendment of the United States Constitution.

On April 24, 2001, the Connecticut Supreme Court issued an Order to the Petitioner with regard to the extension of time for the

bank case: DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, Docket No. CV00-0338142-S as follows: "The Motion Of Yvonne Liebel, Filed April 24, 2001, "To Extend Time To File Joint Petition For Certification To The Supreme Court with The Alliance Foundation, Inc. And Yvonne Liebel v. Eugene Grant et al., Appellate No. A.C. 21419/Docket No.CV00-0338520S and Eugene Grant v. The Alliance Foundation, Inc., CV00-0341050S; Eugene Grant v. Alliance Capital, Inc., CV00-0341049S; And Eugene Grant v. Alliance Capital, Inc., CV00-0341048, Pursuant to CGS Section52-265a," Is Hereby Ordered Granted To The Extent That An Extension To April 25, 2001, Is Granted To File a Petition To The Chief Justice Pursuant To General Statutes Section 52-265a From The Trial Court Action Transferring The Case To The Complex Litigation Docket **(Petitioner Comment: the Court never transferred this case to Complex Litigation Docket).** This Action Does Not Authorize The Movant To Join Any Petition Filed Pursuant To General Statutes Section 52-265a With A Petition For Certification In A.C. 21419 Filed Pursuant To General Statutes Section 51-197f." To the extent that the motion appears also to seek an extension of time to file petition pursuant to G.S. Section 52-265a in CV00-0341050, CV00-0341049 and CV00-0341048, the motion is denied." (App. A1)

On April 24, 2001, the Supreme Court also issued an Order to the Petitioner with regard to the extension of time for the Grant cases: Eugene Grant v. The Alliance Foundation, Inc. and Eugene Grant v. Alliance Capital, Inc., No.'s CV00-0341048/49/50S, as follows: " The Motion of Yvonne Liebel, filed April 24, 2001, "To Extend Time To File Joint Petition for Certification to the Supreme Court with The Alliance Foundation, Inc. and Yvonne Liebel v. Eugene Grant et al., appellate No. A. C. 21419/Docket No. CV00-0338520S, and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, Docket No. CV00-0338142S, pursuant to General Statutes Section 52-265a," is hereby ordered denied." **(Petitioner Comment: The Court never explained why the Grant cases were denied a extension of time for a joint appeal pursuant to C.G.S Section 52-265a).** (App.A2)

On April 27, 2001, the Connecticut Supreme Court issued an Order to the Petitioner in connection with the Joint Petition for Certification to the Supreme Court on the cases of: The Alliance Foundation, Inc. and Yvonne Liebel v. Eugene Grant et al. case No. A.C. 21419/ Docket CV00-0338520S and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, case No. CV00-0338142S as follows: " The Chief Justice today denied your "Joint Petition for Certification to the Supreme Court" filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Section 84-2(4)." (App. A3).

On May 7, 2001, the Connecticut Supreme Court issued the Petitioner a correction of the above order as follows: "On April 27, I wrote that the Chief Justice denied your "Joint Petition for Certification to the Supreme Court" filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Sections 84-2(4). The letter should have read and is now corrected to read; "The Chief Justice today (April 27) denied your 'Joint Petition for Certification to the Supreme Court' filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Sections 84-2 (3), (4), and (5). The petition is dismissed as to Eugene Grant v. The Alliance Foundation, Inc. (DBD CV00-0341050), Eugene Grant v. Alliance Capital, Inc. (DBD CV00- 0341049) and (DBD CV00-0341048) because the movant is not a party in those matters." **(Petitioner Comment: with regard to the Court decision to dismiss the Grant cases "...because movant is not a party in those matters", if the Court timely consolidated these matters with the lead case in January 2001 in accordance with Motions filed in December 2000 movant would have been a party in those matters.)** (App. A4).

Since the Court's intervention and the filing of pleadings on October 24, 2000 the Petitioner encountered a number of alarming incidents outside the Courts, which Petitioner had never experienced before: A break-in to the Foundation's offices in Ridgefield, and flooding of its accounting documents (App. D23, page 54a); Problems with mail, telephone and security systems;

Problems with the renewal of insurance policies managed by local agents; Manipulation of loan documents and appraisals by her lender, Washington Mutual Bank's local agents which barred financing for this litigation and may cause the loss of her home to this lender; severe change to the water (well) and air quality at her residence due to Bromine existence that caused Petitioner upper respiratory problems, dizziness, headaches and other conditions (App. D24, page 55a). Local laboratory, Brooks Laboratory of Norwalk, withheld accurate analysis and solutions. Petitioner got so ill she had to abandon her home in midst of a harsh winter to various local hotels (at a huge expense) that would make available a computer so she could prepare Court pleadings, including the Appellate Brief filed on January 25, 2001. While at the hotels, documents and evidence were removed from her rooms and car.

On February 21, 2001, Petitioner flew to California and remained there about two and-one-half months to undergo tests, and to recover. After her return to Connecticut in early May she discovered her rental car's windshield cracked although it was parked at a security parking (Enterprise accident claim # DX2426E48); the side window of her private vehicle was smashed while she was driving on May 27, 2001 (App. D25, at 57a); in early July all outside lights suddenly went out leaving her residence in darkness (Petitioner is now staying at the cottage on the property and not in her residence) during which time a break in occurred and home was vandalized (App. D26 at 58a); in mid July 2001, Petitioner's father who was in excellent health, suddenly fell very ill for no apparent reason and was hospitalized for what was diagnosed as a stroke. His situation is now stabilized and he is back home. Petitioner is concerned for her safety, the safety of her family and the safety of the evidence. Based on facts, testimony and evidence Petitioner is holding the Ridgefield Defendants, specifically Ridgefield Bank's Board of Directors and its president responsible for these far reaching manipulations, chemical warfare and attacks designed to intimidate her into withdrawing this action with the intent to fully harm her and her family if she doesn't.

REASONS FOR GRANTING THE WRIT OF CERTIORARI

I.

THE CONNECTICUT COURT OF APPEALS HAS DECIDED AN IMPORTANT FEDERAL QUESTION IN A WAY THAT CONFLICTS WITH CIVIL LITIGANT'S RIGHTS TO DUE PROCESS AND TO EQUAL PROTCETION OF THE LAWS

The United States Supreme Court has held that the Due Process Clause protects individuals against two types of government action: "Substantive Due Process" protects individuals against government conduct that "shocks the conscience" (*Rochin v. California*, 342 U.S. 165,172, 72 s.Ct. 205, 96 L.Ed 183 (1952), or interferes with rights implicit in the concept of ordered liberty (*Palco v. Connecticut* 302 U.S. 319, 325-26, 58 s.Ct.149, 82 L.Ed 288 (1937)). When government action deprives the person of life, liberty, or property and it does not violate substantive Due Process, it must still be implemented in a fair manner (*Mathews v. Eldridge*, 424 U.S. 319, 335,96 s.Ct. 893, 47 L.Ed.2d 18 (1976)). This requirement has traditionally been referred to as "Procedural Due Process." (*United States v. Salerno*, 482 U.S. 739, 746, 107 S.Ct. 2095, 95 L.Ed.2d 697 (1987)).

For more than a century, the central meaning of procedural Due Process has been clear: "parties' rights are to be effected or entitled to be heard; and in order that they may enjoy that right they must first be notified." (*Baldwin v. Hale, 1 Walo.*223,233,17 L.Ed. 531; *Wenzor v. McVeigh*, 93 U.S. 274, 23 L.Ed. 914; *Hovey v. Elliot*, 167 U.S. 409, 17 S.Ct. 841, 42 L.Ed. 215). It is equally fundamental that the right to notice and an opportunity to be heard "must be granted at a meaningful time and in a meaningful manner." (*Armstrong v. Manzo*, 380 U.S. 545, 552,85 S.Ct. 1187, 1191, 14 L.Ed.2d 62).

As to exactly the extent to which Due Process requires an evidentiary hearing prior to the deprivation of some type of property interest, The Supreme Court of The United States has implied that the "due process, unlike some legal rule, is not a technical conception with a fixed content unrelated to time, place, and circumstance," (*Cafeteria Workers v. McElroy*, 367 U.S. 886,895,89 S.Ct. 1743,1748,6 L.Ed.2d 1230 (1961)), but is, indeed, more flexible. " Due process is flexible and calls for such procedural protections as the particular situation demands." *(Morrissey v. Brewer*, 408 U.S. 471,481, 92 S.Ct. 2593,2600,33 L.Ed.2d 484 (1972)).

Accordingly, resolution of the issue whether the Interlocutory Order transferring this matter from one venue to another, in the interest of managerial judging, without a notice or a hearing in the originating court, against compelling objections, and although a trial judge in the originating court committed to supervise the case to trial, requires analysis of the governmental and private interests that are affected (*Arnett v. Kennedy*, 416 U.S. 134, 166, 94 S. Ct. 1633, 1650, 40 L.Ed.15 (1974)).

More precisely, prior decisions of The Supreme Court of The United States indicate that identification of the specific dictates of Due Process generally requires consideration of three distinct factors: first, the private interest that will be affected by the official action; second, the risk of an erroneous deprivation of such interest through the procedures used and the probable value, if any, of additional of substitute procedural safeguard; and, finally, the Government's interest, including the function involved and the fiscal and administrative burdens that the additional or substitute procedural requirement would entail. (*Goldberg v. Kelly*, 397U.S. 263-271, 90 S.Ct. 1011,1018-1022).

In an effort to more efficiently manage the increased burgeoning complex litigation, the State of Connecticut recently implemented the so-called Complex Civil Litigation Docket, which

is governed by Superior Court Rules-Civil Matters Rules 23-13,23-14, and 23-15 (See "Statutory Provisions Involved" page 1.) Public Act 99-215, Section 27, subsection (a) provides for a transfer of an action to the complex litigation docket. But as some have already observed, managerial judging in complex litigation courts wielding such controlled judicial discretion that is, by and large, not appealable, raises questions about Due Process:

"... Critics of the new model of managerial judging initially point to the due process concerns as an area of controversy. They cite the problem of uncontrolled judicial discretion, realizing that most decisions made at the pretrial stage of litigation are not appealable." (FN17) (*Elliot, supra* note 2, at 314.) "Judicial *96 management decisions made during pretrial stages can have important and far-reaching consequences as the opportunities for appellate review of those rulings are extremely limited." *95; "...the right of individual access to the court must be protected." *93 (Managerial Judging, A principled Approach To Complex Cases In State Court, by Barry R. Schaller, 68 Conn. B.J. 77, April, 1994;

"Frankly...they ought to do away with it. But- - but since they haven't done away with it, at least they stopped arguing the things in short calendar." (Hon. Judge Taggart Adams about the Connecticut Complex Litigation Docket, as stated at the Danbury Superior Court, Danbury, Connecticut on October 16, 2000, Status Conference hearing, Transcript, Page 47 Lines 9-11.)

"As managers, judges learn more about cases much earlier than they did in the past. They negotiate with parties about the course, timing and scope of both pretrial and posttrial litigation. These managerial responsibilities give judges greater power. Yet the restraints that formerly circumscribed judicial authority are conspicuously absent. Managerial judges frequently work beyond the public view, off the record, with no obligation to provide written, reasoned opinions, and out of reach of appellate review.

It gives trial courts more authority and at the same time provides litigants with fewer procedural safeguards to protect them from abuse of that authority. In short, managerial judging may be redefining sub silento our standards of what constitutes rational, fair, and impartial adjudication." *378 "Although judges can and should exercise substantial authority over court procedures, the framers of the constitution foresaw the need for Congress to play a role in structuring the problems that implicate the rights of all citizens, *445 are simply too important to be left to the discretion of judges alone." *443 "The effective power of judges is considerably greater at the pretrial stage than in postdecision enforcement. During pretrial supervision, judges make many decisions informally and often meet with parties ex parte, and appellate review is virtually unavailable. The judge has vast influence over the course and eventual outcome of the litigation. As a result, litigants have good reason to capitulate to judicial pressure rather than risk the hostility of a judge who, under the individual calendar system, has ongoing responsibility for the case. During pretrial management, judges are restrained only by personal beliefs about the proper role of judge-managers. In contrast to posttrial supervision, because pretrial management is judge initiated, invisible, and unreviewable, it breaks sharply from American norms of adjudication." *412 (Managerial Judges, by Professor Judith Resnik, 96 Harv. L. Rev. 374 *378 (1982));

"... Some of these procedural reforms appear to be advocated and propagated by those whose interests are to be served by a decline in adjudicatory procedure. For example, many defendants (and their attorneys) in products liability and antitrust cases have championed the curtailment of discovery and now seem intrigued by ADR as means of protecting themselves from negative publicity and from outcomes they have disliked." (FN213) *537 "Because I still have faith that procedure has dignitary functions, (FN234) and because I lack utter faith in the unbounded and disinterested wisdom of government and of powerful lawyers and litigants, I am unwilling to turn over the task of procedural modeling to those who

evidence blind faith in alternatives to adjudication or who evidence no faith at all." (Failing Faith: Adjudicatory Procedure in Decline, by professor Judith Resnick, 53 U. CHICAGO L. REV. 494 * 544 (1986));

Unfortunately, Judge Langenbach's Interlocutory order transferring this matter in the manner that he did was an unjustified or mistaken deprivation of Petitioners' life, liberty, or property and, therefore, a violation of the Petitioner's Due Process rights (*Carey v. Piphus*, 435 U.S. 247,259, 98 S.Ct. 1042, 55 L.Ed.2d 252 (1978)). Further, as a result of the transfer to the Complex Litigation Docket where the Petitioner could not get a fair hearing and which lead to subsequent appeals, proceedings in the case have been so severely interrupted that the action has improperly come to a dead stop. This put Managerial Judging and Due Process on a collision course that had an adverse effect on the Plaintiffs and their ability to litigate this matter, to the benefit of the Defendants, in a litigation that was already grossly mismatched.

"Discretion accorded to the trial court on questions of law is legal discretion, to be exercised in conformity with the spirit of the law and in a manner to subserve and not to impede or defeat the ends of substantial justice." *Halloran v. Town of North Canaan*, 32 Conn. App. 611, 630 A2d 699 (1984). The Court's ruling in this matter is contrary to the spirit of the law and the ends of substantial justice.

In *Doe v. Yale University*, 2000 WL 1683401, Conn. Super., 2000 (October 13, 2000), Judge Sheldon ruled on facts similar to Petitioners', that the matter should not have been transferred to the Complex Litigation Docket. In *Doe v. Yale University*, the Plaintiff objected to the Defendant's application to transfer to the Complex Litigation Docket citing that the case was not complex for the court to resolve before or during trial and that plaintiff's ability to attend the trial on a daily basis would be severely compromised by moving the trial far away from its original venue. In addition, plaintiff cited her HIV infection as a factor and in the long geographical distance

between her home and the Complex Litigation court. Similarly to the Plaintiff in *Doe v. Yale University,* the Petitioner argued that the transfer would cause extraordinary physical and financial hardships; that although the case had multiple parties the matter was not too complex for the Court; that Petitioner was *In Pro Se* and her ability to both manage and attend Court appearances would be severely compromised; that Petitioner's "part time" attorney suffered from Multiple Sclerosis and would be unable to both drive to hearings in Stamford and service her clients in Ridgefield; and that all of the Plaintiffs and two of the defendants were local residents.

In *Doe v. Yale University* Judge Sheldon returned the case from the Complex Litigation Docket to its original venue reasoning that the case was not particularly complex, that the matter would be assigned to a single judge to manage through to trial in the original venue, and most importantly, as Judge Sheldon stated, "...the central purpose of the Complex Litigation Docket is to assist the Civil Division as a whole to handle it's case load fairly and efficiently. ...when transfer of a case to the Complex Litigation Docket will afford no special benefit either to the litigants in that case or to other civil litigants in the courthouse from which it comes, the better course is to return the case to its original court of origin..." Indeed, the Danbury judge, Judge Adams, expressed a willingness to have the matter assigned exclusively to him in order to satisfy defense counsel's only concern that a single judge manage the matter through to trial. "...having a single judge handle the case would serve valuable judicial resources that would otherwise be expended if several judges had to become acquainted and reacquainted with the facts and procedural status of the case."

"...to insure fairness and due process to all parties, full opportunity must be given to attorneys and pro se litigants to be heard prior to the rendition of each case management order." *93 "The rules should define complex cases, provide a general operating format for managerial judges and should authorize other specific

measures that may be necessary in individual cases ... provided that no single factor or set of factors shall be controlling, in recognition that individual cases may have unique features." *88 "On Fairness and Due Process - in addition to the problems (with managerial judging) noted above, all of which implicate fairness and due process concerns, additional problems include... accommodating the special needs of pro se parties..." *87; (Excerpts from Managerial Judging, A Principled Approach To Complex Cases In State Court, by Barry R. Schaller, 68 Conn. B.J. 77 April, 1994):

Based on *Doe v. Yale University*, supra, Administrative Judge, Hon. Judge Langenbach and the Complex Litigation Docket Judge, Hon. Judge Tierney should have considered the Petitioner's frail physical, financial and logistic abilities to litigate the case long distance and the willingness of a single judge in the originating court to oversee the case, and should have kept the matter with Judge Adams in the Danbury Superior Court.

Although a hearing on the Petitioner's objections was subsequently afforded to her, unfortunately by this time the matter had already been transferred to Judge Tierney at the distant Complex Litigation Docket in Stamford. At the hearing on November 15, 2000, Judge Tierney gave little or no consideration to the hardships the Petitioner and her counsel, Joyce Morin, would have to endure resulting from the transfer to his Court nor to her plea that the transfer was unnecessary as the matter was not complex, but merely involved multiple defendants. Instead, the hearing became a demonstration of the extreme latitude the Complex Litigation Docket was afforded in case supervision, departing from the traditional adjudication standards without providing the Petitioner a "road map" as to what infrastructure of rules and policies she was subjected to at that Court. Further, Judge Tierney turned a deaf ear and denied this pro se litigant's special need for zealous counsel to guide her through the process in spite of her repeated cries for help. Judge Tierney abused his discretion and violated Petitioner's due process rights by depriving her of the

safety net of the Connecticut Rules and Procedures afforded to all civil litigants in other State Courts; denying her right to counsel; and further humiliating her by overruling her numerous objections from the bench without a written memorandum or even a verbal explanation for his ruling. "We should require judges to act in public and to state reasons for their decisions." *429 "Proponents of management may be forgetting the quintessential judicial obligations of conducting a reasoned inquiry, articulating the reasons for decision, and subjecting those reasons to appellate review- characteristics that have long defined judging and distinguished it from other tasks. (FN219) Although the sword remains in place, the blindfold and scales have all but disappeared."(Managerial Judges, by professor Judith Resnick, 96 HARV. L. REV. 374 * 429 (1982));

As stated above, the due process clause of the Fourteenth Amendment requires that, where government action deprives a person of life, liberty, or property, government action must be implemented in a fair manner and that government action must be meaningful. (*Matthews v. Eldridge*, 424 U.S. 319, 335, 96 S.Ct. 893, 47 L.Ed.2d 18 (1976)), (*Armstrong v. Manzo*, 380 U.S. 545,552,85 S.Ct. 1187,1191, 14 L.Ed.2d 62). Thus, Judge Tierney's bowing to Defendants' litigation tactics (Defense attorneys are located in Stamford, Connecticut) in a "staged" hearing during which the Petitioners' due process rights were diluted was not "meaningful" and his interlocutory order overruling Petitioner's objections to the transfer of the case in that manner violated that requirement.

In the State of Connecticut, the case of *State v. Curcio* (1983) 191 Conn. 27, 463 A.2d 566, holds that an interlocutory order may be reviewed on appeal as a final judgment. The *Curcio* case when seen in tandem with the issues of due process raised by the Appellants including the Courts failure to rule on properly filed motions; their failure to cite in indispensable party defendants; their deviation from state adjudication standards in the interests of streamlining litigation in a Managerial Judging approach, a substantial public

interest is lost and therefore the *Curcio* case supports Appellate Court jurisdiction. That is to say that, when the trial court violated appellants' various due process rights that should have been afforded to them at all times, and The Complex Litigation Docket allowed for neither a fair nor meaningful hearing on the transfer of their case, then appellants rights were "concluded."

In *Curcio,* there are two prongs by which "finality" can be achieved and an appellate jurisdiction activated. For purposes of this Petition, the second prong, or test for finality, which focuses on the potential harm to the appellant's rights, will be discussed. Interlocutory order will be deemed final for purposes of appeal only if it involves a claimed right "the legal and practical value of which would be destroyed if not vindicated before trial." (*Curcio* at 33-34, 463 A.2d 566). The second prong of *Curcio,* then, requires appellant that the trial court's orders threatened the preservation of a right or rights already secured to them in that the right or rights will be irretrievably lost and plaintiff irreparably harmed unless they take an immediate appeal. (*State v. Garcia,* 1995, 233 Conn. 44, 62-65, 658 A.2d 947) Appellant must only make a "colorable claim that some recognized statutory or constitutional right is at risk." (*United States v. Ellis,* 646 F2d 132, 134 (4th Cir. 1981); *State v. Seravalli* (1983) 189 Conn. 201, 455 A.2d 852).

Once Petitioner's case was transferred from Danbury, without a hearing, to Stamford, where the hearing on objections and other matters was neither fair nor meaningful, the finality test as described in *Curcio* was met because Petitioners' were forever barred from pursuing the case in the Danbury Superior Court subject to State adjudication standards, and could not get a fair hearing in the Stamford Court, afforded extreme and undefined latitude over and above those standards. Thus, petitioner make a very colorable claim that Judges Langenbach and Tierney's Orders have destroyed her right to litigate this case in the Danbury Superior Court; a right that was irretrievably lost, thereby

irreparably harming Petitioner once her due process rights were violated by Judge Tierney's Complex Litigation Docket.

Therefore, the Court of Appeals of the State of Connecticut should have denied the Defendants' Motion to Dismiss Appeal based on their argument that appeal was interlocutory and should have allowed a review of each of the issues presented in the Appellants' Brief. The Court should have recognized that an interlocutory order becomes "final" and thus subject to an appeal and to the Court's jurisdiction where individual litigants' due process rights are violated by that order.

Further, the Fifth Amendment of the United States Constitution insures criminals' right to counsel leaving out civil litigants' rights to counsel. In this civil litigation, the Petitioner/Plaintiff is denied this right. The Petitioner presented this issue at the October 16, 2000 Status Conference at the Danbury Superior Court before Hon. Judge Taggart Adams, and then again at the November 15, 2000 hearing, at the Complex Litigation Docket in Stamford, Connecticut. These honorable judges should have appropriately insured this pro se litigant's right to counsel because without zealous counsel a civil litigant will be denied due process in any court, whether in the Danbury Superior Court or in the Complex Litigation Docket in Stamford, Connecticut.

II

THE DUE PROCESS ISSUES RAISED ARE IMPORTANT FEDERAL QUESTIONS THAT HAVE NOT BEEN, BUT SHOULD BE, SETTLED BY THIS COURT

In addition to resolving the issue that an interlocutory order becomes "final" and thus appealable where an individual litigant's due process rights are violated by that order, and that due process

indeed supercede court's administrative considerations, this conflict is important because its resolution will determine:

I. That in order to insure that due process is not compromised in cases being considered for a transfer to Complex Litigation Courts certain safeguards must be implemented by the state prior to the rendition of each management order. Further, Complex Litigation Courts that deviate from their state's adjudication standards must follow an adopted body of rules and procedures that is well - publicized and accessible to all litigants.

"During the past decade, enthusiasm for the managerial movement has become widespread; (FN19) what began as an experiment is likely soon to become obligatory. Unless the Supreme Court and Congress reject proposed amendments to the Federal Rules, (FN20) pretrial judicial management will be required in virtually all cases." (Managerial Judges, by professor Judith Resnick, 96 HARV. L. REV. 374 * 378 (1982));

As of 1994 only three states in the United States have adopted such comprehensive measures: "Aside from Vermont, California and Delaware, no other states have adopted comprehensive bodies of rules which provide adequate guidance for judges, litigants and lawyers with respect to the judicial management of complex litigation. (FN14) It is essential that state court judges be guided by established rules and procedures which enable them to preserve the due process rights of litigants while they efficiently manage complex cases. (Managerial Judging, A Principled Approach To Complex Cases In State Court, by Barry R. Schaller, 68 Conn. B.J. 77 *80, April, 1994);

Such safeguards will minimize the risks associated with pretrial managerial judging at Complex Litigation Courts, such as: excessive judicial power; threats of impartiality; limited access to the court; lack of appellate review; violations of due process; and the

significant impact managing judge's individual belief system and integrity has on a given case.

II. In order to insure fairness and due process to all litigants, the Constitution of the United States of America must protect all its citizens' right to counsel not only its criminals. The vulnerabilities of civil litigants vary from case to case and those vulnerabilities should be identified, categorized and accommodated, accordingly. Without this constitutional protection, the rights of all civil litigants hang in the balance.

III.

CONCLUSION

An interlocutory order becomes "final" and thus appealable where an individual litigant's due process rights are violated by that order. Upon application, a matter should not be simply transferred to a managerial judge without a hearing in the court where the application was made. Also, litigant's objections to the transfer of a case to a managerial judge and docket should be given fair and meaningful consideration, not *ad hoc* and summary dismissal.

To insure that litigants' due process rights are not compromised in cases being considered for a transfer to Complex Litigation Courts, certain safeguards must be implemented by the state prior to the rendition of each management order and pretrial judicial management in Complex Litigation Courts must follow an adopted body of rules and procedures that is well -publicized and accessible to all litigants.

A civil litigant who is denied counsel is denied due process rights and the equal protection of the laws. The Constitution of the Unites States and the judicial system must protect its civil litigants' right to counsel not only its criminals' right to counsel.

Respectfully Submitted,

/S/_____

Yvonne Liebel, Pro Se
106 Great Hill Road
Ridgefield, Connecticut 06877

APPENDIX A

NO. A.C.21419
ALLIANCE FOUNDATION, INC.
ET AL. : APPELLATE COURT
V. : STATE OF CONNECTICUT
EUGENE GRANT ET AL. : MARCH 21,2001

ORDER

THE MOTION OF THE DEFENDANT-APPELLEE, FILED JANUARY 10, 2001,
TO DISMISS APPEAL
HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY
O R D E R E D GRANTED.

BY THE COURT,

*SCHALLER, J. IS RECUSED.

/S/_____
ASSISTANT CLERK-APPELLATE
Susan C. Reeve

NOTICE SENT: MARCH 22, 2001
Joyce A. Morin / Yvonne Liebel, pro se
Robinson & Cole, LLP
Rucci, Burnham, Carta & edelberg, LLC
Curtis, Mallet-Prevost, Colt & Mosle, LLP
Halloran & Sage, LLP
Hon. Kevin Tierney
Clerk, Superior Court, Danbury
CV00 0338520S
PAC

Er 635/002689

APPENDIX A1

STATE OF CONNECTICUT
SUPREME COURT

NO. DBD CV00-0338142S
DTL-USA, INC. ET AL.
V.
RIDGEFIELD BANK :APRIL 24, 2001

ORDER

The Motion Of Yvonne Liebel, Filed April 24, 2001, "To Extend Time To File Joint Petition For Certification To The Supreme Court with The Alliance Foundation, Inc. And Yvonne Liebel v. Eugene Grant et al., Appellate No. A.C. 21419/Docket No.CV00-0338520S and Eugene Grant v. The Alliance Foundation, Inc., CV00-0341050S; Eugene Grant v. Alliance Capital, Inc., CV00-0341049S; And Eugene Grant v. Alliance Capital, Inc., CV00-0341048, Pursuant to CGS Section52-265a," Is Hereby Ordered Granted To The Extent That An Extension To April 25, 2001, Is Granted To File a Petition To The Chief Justice Pursuant To General Statutes Section 52-265a From The Trial Court Action Transferring The Case To The Complex Litigation Docket This Action Does Not Authorize The Movant To Join Any Petition Filed Pursuant To General Statutes Section 52-265a With A Petition For Certification In A.C. 21419 Filed Pursuant To General Statutes Section 51-197f."

To the extent that the motion appears also to seek an extension of time to file petition pursuant to G.S. Section 52-265a in CV00-0341050, CV00-0341049 and CV00-0341048, the motion is denied.

SULLIVAN, CJ.,

/S/BY_____
FRANCIS J. DRUMM JR.
CHIEF CLERK

NOTICE SENT: APRIL 24, 2001
YVONNE LIEBEL
KEVIN AHERN
ROBINSON AND COLE LLP
RUCCI, BURNHAM, CARTA & EDELBERG, LLC
JOYCE A. MORIN
CURTIS MALLET-PREVOST, COLT & MOSLE, LLP
HALLORAN & SAGE, LLP
CLERK, DANBURY J.D.
HON. KEVIN TIERNEY

APPENDIX A2

STATE OF CONNECTICUT
SUPREME COURT

NO. DBD CV00-0341050S
EUGENE GRANT
V.
THE ALLIANCE FOUNDATION, INC.

NO. DBD CV00-0341049S
EUGENE GRANT
V.
ALLIANCE CAPITAL, INC.

NO. DBD CV00-0341048S
EUGENE GRANT

V.
ALLIANCE CAPITAL, INC. :APRIL 24, 2001

ORDER

The Motion of Yvonne Liebel, filed April 24, 2001, "To Extend Time To File Joint Petition for Certification to the Supreme Court with The Alliance Foundation, Inc. and Yvonne Liebel v. Eugene Grant et al., appellate No. A. C. 21419/Docket No. CV00-0338520S, and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, Docket No. CV00-0338142S, pursuant to General Statutes Section 52-265a," is hereby ordered denied."

SULLIVAN, CJ.,

/S/BY_____
FRANCIS J. DRUMM JR.
CHIEF CLERK

NOTICE SENT: APRIL 24, 2001
YVONNE LIEBEL
KEVIN AHERN
ROBINSON AND COLE LLP
RUCCI, BURNHAM, CARTA & EDELBERG, LLC
JOYCE A. MORIN
CURTIS MALLET-PREVOST, COLT & MOSLE, LLP
HALLORAN & SAGE, LLP
CLERK, DANBURY J.D.
HON. KEVIN TIERNEY

APPENDIX A3

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 27, 2001

Ms. Yvonne Liebel
Suite 300
54 Danbury Road
Ridgefield, CT. 06877

Re: The Alliance Foundation, Inc., et al.
v. Eugene Grant et al. AC 21419 (DBD CV00-0338520)
DTL-USA, INC., et al. v. Ridgefield Bank
(DBD CV00-0338142S)

Dear Ms. Liebel:

The Chief Justice today denied your "Joint Petition for Certification to the Supreme Court" filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Section 84-2(4)."

Very truly yours,
/s/_____
Francis J. Drumm

Cc:

Joyce A. Morin
Kevin W. Ahhern
Robinson & Cole, LLP
Rucci, Burnham, Carta & Edelberg, LLC
Curtis Mallet- Prevost, Colt &Mosle, LLP
Halloran & Sage, LLP
Clerk, Danbury Judicial District
Hon. Kevin Tierney

APPENDIX A4

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

May 7, 2001

Ms. Yvonne Liebel
Suite 300
54 Danbury Road
Ridgefield, CT. 06877

Re: The Alliance Foundation, Inc., et al.
v. Eugene Grant et al. AC 21419 (DBD CV00-0338520)
DTL-USA, INC., et al. v. Ridgefield Bank
(DBD CV00-0338142S)

Dear Ms. Liebel:

On April 27, I wrote that the Chief Justice denied your "Joint Petition for Certification to the Supreme Court" filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Sections 84-2(4).

The letter should have read and is now corrected to read; "The Chief Justice today (April 27) denied your 'Joint Petition for Certification to the Supreme Court' filed pursuant to General Statutes Sections 52-263, 52-265a and Practice Book Sections 84-2 (3), (4), and (5). The petition is dismissed as to Eugene Grant v. The Alliance Foundation, Inc. (DBD CV00-0341050), Eugene Grant v. Alliance Capital, Inc. (DBD CV00- 0341049) and (DBD CV00-0341048) because the movant is not a party in those matters."

Very truly yours,
/s/_____
Francis J. Drumm

Cc:
Joyce A. Morin
Kevin W. Ahhern
Robinson & Cole, LLP
Rucci, Burnham, Carta & Edelberg, LLC
Curtis Mallet- Prevost, Colt &Mosle, LLP
Halloran & Sage, LLP
Clerk, Danbury Judicial District
Hon. Kevin Tierney

APPENDIX A5

APPELLATE COURT
Of The
STATE OF CONNECTICUT

A. C. 21419
THE ALLIANCE FOUNDATION, INC. ET AL
Plaintiffs
V.
EUGENE GRANT, ET AL
Defendants

Appeal from Superior Court

BRIEF OF PLAINTIFFS/APPELLANTS
(WITH SEPARATE APPENDIX Vol. I, Vol. II and Vol. III)

JOYCE A. MORIN
Attorney for the Plaintiffs

YVONNE LIEBEL
PRO SE
54 Danbury Road, Suite 300
Ridgefield, CT 06877
Tel. (203) 431-8655
Fax: (203) 438-0040

JANUARY 25, 2001

To Be Argued By:
YVONNE LIEBEL
Legal Research By:
KEVIN W. AHERN, ESQ.

STATEMENT OF THE ISSUES

page

The Court through its conduct violated the Plaintiffs' right to due process of law as guaranteed under the Fourteenth Amendment of the Constitution of the United States of America as follows:

I. Whether the trial court (Langenbach, J.) erred/or Abused its discretion in granting the Defendant's application for case referral-complex litigation docket (CLD) to Stamford, Connecticut..... 5

II. Whether the trial court (Tierney, J.) erred and/or Abused its discretion in overruling the Plaintiffs' objection to the Defendant's application to transfer the case to the complex litigation docket in Stamford, Connecticut.....8

III. Whether the trial court erred and/or abused its Discretion when it failed to act on the Plaintiffs' motion for joinder of additional plaintiffs on five (5) separate occasions.....9

IV. Whether the trial court (Adams, J.) erred and/or abused It's discretion when it ordered the Plaintiffs to file a final complaint within 7 days, to include all potential new Plaintiffs and Defendants, while the case was still unfolding and while knowing that the Plaintiffs had just lost their in-house counsel and further denying a motion for continuance.....11

V. Whether the trial court erred and/or abused its discretion when it failed to act on the Plaintiffs' motion for joinder of additional Plaintiffs on five (5) separate occasions, causing the proposed additional Plaintiff to become Defendant in new law suits filed on November 20, 2000 by one of the Defendants.....13

VI. Whether the trial court erred and/or abused its

discretion when it failed to act on the Plaintiffs' motion for joinder of additional plaintiffs on five (5) occasions, causing the Plaintiffs inability to move to consolidate with the DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank retroactive to 9/18/2000.....15

VII. Whether the trial court (Adams, J. and Hiller, J.) erred And/or abused its discretion when it failed to act on the motion to consolidate on October 24, 2000, retroactive to September 18, 2000.....17

VIII. Whether the trial court erred and/or abused its discretion when it denied the Plaintiffs' motion to cite in PricewaterhouseCoopers, LLP and Reynolds and Rowella, LLP., As new party defendants.....19

Appendix B – Status Conference Transcript Excerpts 10/16/01
(Hon. Taggart Adams, Judge)

APPENDIX B

DOCKET NO: CV00-0338520S
THE ALLIANCE FOUNDATION, INC.
ET AL : SUPERIOR COURT OF
: CONNECTICUT
-VS- :JUDICIAL DISTRICT
:OF DANBURY
EUGENE GRANT, ET AL. :OCTOBER 16, 2000

BEFORE:
THE HONORABLE TAGGART D. ADAMS, JUDGE

APPEARANCE:

JOYCE MORIN, ESQ.
559 RT 6
P.O. Box 110
Mahopac, NY 10541
Attorney for Plaintiffs

ARTHUR K. ENGLE, ESQ.
Robinson & Cole LLP
695 E. Main Street
P.O.Box 10305, Stamford, CT 06804
Attorney for Eugene Grant

TRANSCRIPT OF STATUS CONFERENCE
HELD ON OCTOBER 16, 2000
Patricia Hubertus, Court Monitor

* * *

Page 21, lines 25-27

MR.ENGLE: Your honor, I have one question which is that, if this case is not transferred to the complex litigation docket, am I correct that you would not be overseeing this case in it's entirety?

Page 22 lines 1- 24

THE COURT: No, you're not
MR. ENGLE: You would be overseeing this case in it's entirety?
THE COURT: I'm going to find out if I can.
MR. ENGLE: Because that's…
THE COURT: I may go home and shoot myself.
MR. ENGLE :Because..
THE COURT: But that's one of the things I'm thinking about
MR. ENGLE: Because one of the reasons that we are applying for- - for transfer is that we want one judge- -
THE COURT: Right (Petitioner comment: here Judge Adams said: "I'm one Judge" this is an error in the transcript)
MR. ENGLE: (continuing)- - who will be able to oversee the entire process- -
THE COURT: Right.
MR.ENGLE : (continuing)- - and be able to- - not sort of pass the buck.
THE COURT: Right.
MR. ENGLE: So that's one- -
THE COURT: Well, if I have anything to do with it, the buck is not going to get passed. You may not like that.

APPENDIX B1

Page 36, lines 11-14

THE COURT: No. I said I'd do it in forty eight hours.
MR.FOGERTY: (attorney for the Defendant: Ridgefield Bank): All right. So you do that- -
THE COURT: October 26th.

APPENDIX B2

THE COURT: All right. Well, Ms. Liebel, I'm going to ask you one question very quickly. And that is, if you are so unfamiliar with the legal process and the judicial system, I guess my question is, why are - - you proceeding pro se?

MS. LIEBEL: Well, initially in 19- - in May 1997 I tried to go the conventional way. I went to various attorneys and tried to explain to them. But Your Honor, it may sound very impossible to you because you are in the system, but for me I found it totally impossible in this particular case to get counsel.

People just - - either this is not popular to people or it's just that they don't want to go against a very large law firm or bank because it presents business or presents difficulties. Most of the people I went to were self practitioners thought that it would be difficult for them to take this on. And big law firms do not like to go against other big law firms. And I'm not trying to put anyone down, and I have certainly a great respect for the justice system in this country because I am a foreigner, and I have seen other systems.

So all I'm saying, this is the experience of one woman, and it has been tough uphill battle. And I'm looking for the Court in some way to provide us some guidance where - - where the Court finds it necessary.

THE COURT: All right. Thank you.

Appendix C - Complex Litigation Docket Transcript Excerpts
11/15/01 (Hon. Kevin Tierney, Judge)

APPENDIX C

SUPERIOR COURT
JUDICIAL DISTRICT OF NORWALK STAMFORD
AT STAMFORD
STATE OF CONNECTICUT

----------X

THE ALLIANCE FOUNDATION, INC. ET AL,

Plaintiffs, Case No. CV00-0033852S
Date: November 15, 2000

Vs.

EUGENE GRANT, ET AL,
Defendants.

----------X

BEFORE THE HONORABLE KEVIN TIERNEY, JUDGE

A P P E A R A N C E S:

YVONNE LIEBEL, PLAINTIFF PRO SE
JOYCE MORAN, ESQUIRE, Attorney for the Plaintiffs
JOSEPH CLASEN, ESQUIRE, Attorney for Defendant Grant
MICHAEL HOENIG, ESQUIRE (error: Mark Hoenig is Defendant)
DAVID STONE, ESQUIRE (error: David Stone is a Defendant)
Attorney for Weil, Gotshal & Manges
Error: the Attorney for above Defendants is Michael Stanton Esq.

BRIAN WILLE, ESQUIRE
KAREN LINDER, ESQUIRE, Attorneys for Nagro and Solomon
STEPHEN FOGERTY, ESQUIRE, Attorney for Ridgefield Bank

Susan Wandzilak, Registered Professional Reporter

APPENDIX C2

Page 59, Lines 14-20

THE COURT: The Practice Book has been decimated by the rule that we have. And, there are numerous areas in which the practice book is not applicable. Please read the practice book and read it with the rule that you have to see which portions have been eliminated for complex litigation.

Page 20, lines 14-25

THE COURT: I have computer access. I am one of seven judges in the State that has that because the complex judges do. Ms. Rush has access for the purpose of making corrections and we make corrections in the computers on a regular basis in the event that the documents that we actually review do not reflect exactly what the computer says.

Page 78 , lines 15-20

MS. LIEBEL: And I really frankly don't know all the rules and regulations. And if this court at some point can provide me with some advice...that would be enormous help to me.

Page 79, lines 11-14, 15-27, Page 80, lines 1-4

THE COURT: There is no such assistance capable of being given to you by the judicial branch of the State of Connecticut.

MS. LIEBEL: Yes, I understand. I would be willing to pay for someone to just guide me through the procedures, the rules and procedures or if the Court can appoint someone. I am actually against a very severe problem.

THE COURT: You cannot make a request of this Court for an advisory opinion.

APPENDIX C3

---

page 102, lines 6-18

THE COURT: In the main, I usually do not revisit the decisions that have already been made by other Superior Court Judges before the case was assigned to complex but I have the ability to do so. And the purpose of that is so that I can have consistent rulings. An example of an area in which I would not accept an order of the court, a request to revise, you must delete this phrase, I have now two conflicting decisions of two Superior Court judges in the same file. I am accepting none of those. I am going to void them both and I make my decision as to what the requests to revise contain. I will do that. (In Judge Adams' Status Conference on October 16, 2000 with regard to the request to revise issue: " Now, some of the requests to revise have already been ruled on by Judge Radcliff. All right. I'm not going back over any of that." Page 27, lines 10-12.)

APPENDIX C4

Page 64, Lines 12-23 C4

THE COURT: But Ms. Rush's chambers are here. My chambers are here. We have a locked door. You already understand that the locked door is difficult to get through. It accesses a public filing facility, Ms. Rush's office, two public courtrooms, the courtroom next door and my Courtroom, and a public restroom. No other locked door in the judicial branch seals off public access areas but it is locked because I am behind it. So, if I am the only one here and somebody is knocking at the door, I have to go to the door to open it up to find out whether it's safe.

APPENDIX C5

Page 35, lines 25-27, Page 36, lines

MS LIEBEL: After contacting over 30 attorneys, some of them are sole practitioners, some of them work for large firms, I tried to secure appropriate litigation counsel for myself and the plaintiff corporations of which I am their president. But, to this date, I have been denied fair and just representation. The two most common problems, Your honor, that I have encountered in this saga of mine were that either attorneys did not take the case, or worse, that they took the case but either withheld information or provided me with incorrect information under the guise of a legal opinion.

In the process, said attorneys squandered my limited funds and valuable time and became an absolute barrier to justice. Therefore, in addition to the significant imbalance of power between us, the plaintiffs, and the defendants in this case, the rights, my

rights, as a citizen and as president of these corporations as well as the rights of these plaintiff corporations to fair and just representation are denied and I feel they are violating our basic rights to justice. It is not that I did not want to spend money on this litigation. Your honor, I have spent a small fortune. I am in huge debt so far. And I am just- - there is one reason that I have been encountering all the time, why this is happening is because small practitioners or large legal firms do not seem to want to go against all these power opponents on the other side of this desk.

Page 80, Lines 10-14,

THE COURT: You are asking this Court to give you some sort of legal assistance or some sort of advice is not appropriate request that you should be making at this time or any other time unless you abide by those rules.

Page 80, Lines 21-24;

THE COURT: I know of no legal authority for this Court to consider appointing an advisor as to court proceedings for you. I know of no such method of doing so and I have over 20 years in providing legal aid assistance to people and litigants in the State of Connecticut and I still know of no such procedure.

MS. LIEBEL: Perhaps there are some other rules, Your Honor, that I am not aware of or I am not requesting them properly.

Page 81, Lines 1-3;

THE COURT: there may very well be rules that I am not aware of but it is your obligation to bring it to my attention. I don't know of any myself.

Page 94, Lines 19-22

THE COURT: You are not a lawyer but you are responsible to this Court as if you were an attorney. So your responsibility is to abide by the rules, okay.

APPENDIX C6

Page 37, lines 4-12

MS. LIEBEL: So, if you will be so kind, Your Honor, as to take into consideration when you make your decisions how difficult it is for me to drive to Stamford every time I need to file a document, every time I have to come to a hearing. Joyce has to come some distance. Physically it is very hard for her to do that and we are just very- - it's very much of a hardship considering where we are in this case.

Page 46, lines 14-27

MS. LIEBEL: Yes, Your Honor. Number one, on the issue that counsel can travel to Stamford just as easily as she can travel to Danbury, certainly that can be argued. But, the fact is that I also live in the Danbury area makes it so that she can travel both to the courthouse and to me and we can do all of this within- - at the same time. She can come and discuss things with me. She can work with me. She can sign documents with me and then we are just about ten minutes away, 15 minutes away from the courthouse. It makes it much easier for us to do so. She can not physically travel long distances so she would have to travel to me and then she would have to travel separately at times to Stamford.

Page 47, lines 1-18

Also, in addition to this, her time is very limited. She can only give me one to two days a week and much of this time is given both to consultation as well as travel. And, this is why this issue has become one of logistic nature.

Now, I understand if I was a lawyer in a law firm, this shouldn't be a problem, you can always send someone else to

replace. But, you are looking at it. This is it. I am the one that is typing. I am the one that is preparing. I am the one on the phone calls to outside counsel to try to get ideas and opinions on the various issues, sometimes successfully, sometimes not. And, so, I am the one that is doing all of this. I am the one that is traveling so this would be really extremely difficult. This is on the issue of physical handicap on my part.

On the issue of a single Judge... I understand that Judge Adams is a Harvard graduate - - I would imagine there is enough of a support system for the Judge to help him deal with issues of complex nature.

Page 49, Lines 13-20

THE COURT: The matter is submitted to the court. Objection to transfer t complex litigation dated November 9, 2000, denied. Objection to complex litigation October 12, 2000, denied. Objection to complex litigation October 31, 2000, denied. In effect, these three objections being the only objections, the objections are overruled. This matter is before this Court as the complex litigation judge.

APPENDIX C7

Page 47, Lines 23-27

MS. LIEBEL: On the issue of complexity of this case...you can say that it is actually a rather simple case because this comes down to a single woman who is a president of a corporation which is

Page 48

nonprofit who chose to take on a partner that liked what she did, supported what she did so much so that he decided to take over all of those intellectual assets, whatever, whatever assets that were

established over a ten year period of hard labor, blood , sweat and tears... And he thought that he could get away with all that...the partner and several other partners just decided that they could do better or wanted it for themselves, for whatever personal reasons they had, and have taken it...under fraudulent misrepresentation.

APPENDIX C8

Page 68, Lines 20-27 and Page 69, Lines 1-3 C8

THE COURT: I have a habit of rendering decisions from the bench that are complete with citations and quotations, all right, and I use those and pull them apart and give the decision so I don't have to spend the extra time writing and redrafting. It is extra time for me to be involved in the case and you get a complete decision that I can sign the transcript. And it is the same as another decision except it is different use of vocabulary that happens when you speak as opposed to writing.

Appendix D : Other Supporting Documents

APPENDIX D

STATE OF CONNECTICUT
SUPERIOR COURT-CIVIL DIVISION

APPLICATION FOR CASE REFERRAL-
COMPLEX LITIGATION DOCKET (CLD)

10/12/2000

11. Why should this case be referred to the CLD?

INSERT FOR NUMBER 11 "....Having a single judge handle the case would save valuable judicial resources that would otherwise be expended if several judges had to become acquainted and reacquainted with the facts and procedural status of the case. Therefore, this case should be transferred to the complex litigation docket."

Name and Address of Applicant: Eugene Grant c/o Robinson & Cole LLP, 695 E. Main St. Stamford, CT 06901
Signed: Arthur R. Engle

APPENDIX D1

No. CV 00-0338520-S

THE ALLIANCE FOUNDATION, INC.	: SUPERIOR COURT
And YVONNE LIEBEL, et al.	: JUDICIAL DISTRICT OF
Plaintiffs	: DANBURY AT
v.	: DANBURY
EUGENE GRANT, et al.	: OCTOBER 12, 2000

Defendants,

OBJECTION TO DEFENDANT EUGENE GRANT'S APPLICATION FOR CASE REFFERRAL-COMPLEX LITIGATION DOCKET (CLD)

The Plaintiffs, The Alliance Foundation, Inc, et al. hereby object to Defendant, Eugene Grant's application for case referral-complex litigation docket (CLD) for the following reasons:

a. The Plaintiff Yvonne Liebel, is representing herself pro se as well as overseeing the representation of all Plaintiffs. This includes but is not limited to the preparation and filing of the voluminous documents responding to each of the multiple Defendants' motions, requests, demands, etc. Since the Plaintiffs do not have the funds to retain a full time counsel, Plaintiff, Yvonne Liebel is doing all the day to day tasks necessary for this litigation, as well as consulting with various attorneys as issues arise. Therefore, if the Court is located at a great distance she would have to travel extensively to reach the Court. This would cause undue hardship on Yvonne Liebel from a logistical, financial and physical perspective; would prejudice her ability to seek relief from this Court; and therefore maybe detrimental to the entire case;

b. Many witnesses will be from the Ridgefield Danbury area;

c. In the interest of justice, more than one judge's opinion would be beneficial to this case;

d. Judges in the Danbury Superior Court are just as competent as any others to understand the issues of this case;

e. Joyce A. Morin, attorney of record, is an in-house counsel for the Plaintiffs, working on a part-time basis of two days a week at a minimal fee, in order to assist this charitable organization and its related entities. Joyce Morin is a sole practitioner with her office in New York State. Attorney Morin is physically disabled because of Multiple Sclerosis and is therefore unable to drive long distances. Since the Danbury Superior Court is very close to the Plaintiffs' location, Morin is able to conduct her legal responsibilities within the limited time period allocated. Changing the geographical location of the court would create undue hardship on this attorney and extensive expense to the Plaintiffs should Plaintiffs have to retain alternate counsel. Plaintiffs do not have any income to support retaining an appropriate counsel who would be willing to take this case based on the generosity of Attorney Morin's terms;

f. All Plaintiffs as well as two of the Defendants are located in the Danbury area. None of the Plaintiffs and none of the Defendants are located in the areas of the proposed complex litigation courts.

In summary, these Plaintiffs pray that this Court deny Defendant's application for case referral to the Complex Litigation Docket and that this case remain with the Superior Court located at Danbury, Connecticut, in order that justice will prevail.

Respectfully submitted by: THE ALLIANCE FOUNDATION, INC. and YVONNE LIEBEL

/S/_____
BY: Joyce A. Morin, Juris No. 309822 and Yvonne Liebel, pro se

APPENDIX D2

ALLIANCE FOUNDATION VS.
GRANT, EUGENE CV-00-0338520-S

ORDER RE: COMPLEX LITIGATION
PURSUANT TO PUBLIC ACT 99-215 SEC. 27 (A), I ORDER THIS CASE TRANSFERRED TO THE COMPLEX LITIGATION DOCKET AT STAMFORD, HAVING DETERMINED THAT SUCH TRANSFER IS REQUIRED FOR THE EFFICIENT OPERATION OF THE COURTS AND THE PROPER ADMINISTRATION OF JUSTICE. ANY PARTY OBJECTING TO THE TRANSFER SHALL FILE SUCH OBJECTION ENTITLES "OBJECTION TO THE TRANSFER TO COMPLEX LITIGATION" WITH THE COURT AT STAMFORD.,123 HOYT ST., STAMFORD, CT 06905 WITHIN 20 DAYS OF THE DATE OF THIS ORDER, WHICH SHALL BE SCHEDULED FOR ARGUMENT BEFORE THE P J OF CLD AT STAMFORD. CONTINUE TO FILE ALL PAPERS IN THE ORIGINATING COURT UNTIL RECEIPT OF TRANSFER NOTICE. JOHN J. LANGENBACH, CHIEF ADMINISTRATIVE JUDGE.

YVONNE LIEBEL
54 DANBURY RD. SUITE 300
RIDGEFIELD, CT 06877

SUPERIOR COURT
146 WHITE STREET
DANBURY, CT 06810

DATED: OCT 24, 2000
DBD

APPENDIX D3

NO.CV00-0338520S

THE ALLIANCE FOUNDATION, INC. AND YVONNE LIEBEL, ET AL. — SUPERIOR COURT

V. — JUDICIAL DISTRICT OF DANBURY

EUGENE GRANT, ET AL. — NOVEMBER 15, 2000

MEMORANDUM OF DECISION

RE: PLAINTIFFS' MOTION TO CITE IN NEW PARTY DEFENDANTS

This Motion has been referred by Judge Adams.
The court, having reviewed all documentation provided by the parties, and the law applicable thereto, finds as follows:

1. As to Bridge to Brotherhood, Inc., Ira Millstein and Marvin Jacob: testimony and evidence relevant to the Plaintiffs' allegations would necessarily involve their relationship to and interaction with present defendants as to the alleged wrongdoing. A complete determination of the issues would be assisted and the interests of justice and judicial economy be better served by the inclusion of these parties. As to these, the Plaintiffs' Motion is granted. Plaintiffs shall take all requisite steps necessary to cite and add these parties no later than December 15, 2000.

2. As to PricewaterhouseCoopers, LLP, and Reynolds and Rowella, LLP: the allegations appear, at most, separate,

distinct and not closely connected with the charges against the Defendants. Their inclusion is not necessary to a complete and accurate determination of the issues and would complicate and confuse the issues. Therefore, the request to add these parties is denied.

/s/ Hiller, J.

APPENDIX D4

ALLIANCE FOUNDATION VS.
GRANT, EUGENE CV-00-0338520-S

THE COURT (TIERNEY, J.) HAS SCHEDULED A HEARING ON THE PLAINTIFF'S OBJECTION TO COMPLEX LITIGATION FOR WEDNESDAY, NOVEMBER 15, 2000 AT 10:00 A.M. AT 229 NORTH STREET , STAMFORD, CT. IN THE EVENT THAT THE OBJECTION IS OVERRULED, COUNSEL MUST BE PREPARED TO DISCUSS THE FILE IN DETAIL WITH THE COURT AND SHOULD BRING COPIES OF THE OPERATIVE PLEADINGS AND ANY OUTSTANDING MOTIONS.

DIRECT ALL QUESTIONS TO ROSE ANN RUSH, COURT OFFICER AT (2030 324-0227 EXTENSION 334.

YVONNE LIEBEL
54 DANBURY RD. SUITE 300
RIDGEFIELD, CT 06877

SUPERIOR COURT
146 WHITE STREET
DANBURY, CT 06877

DATED: OCT 25, 2000
DBD

APPENDIX D5

CV 00 0338520
Alliance Foundation, et al. v. Grant,
Eugene, et al. : SUPERIOR COURT

CV 00 0341048
Grant, Eugene M. v. Alliance Capital, Inc. : J.D. OF DANBURY

CV 00 0341049
Grant , Eugene M, v. Alliance Capital, Inc. : AT DANBURY

CV 00 0341050
Grant, Eugene M. v. Alliance Foundation : January 8, 2001

NOTICE
REGARDING THE FOLLOWING PENDING MOTIONS:

Alliance Foundation v. Grant CV 000335820
Motion # 133.25 Plaintiff's Motion to Consolidate with CV 00 0338142 dated October 24, 2000

Motion #141 Plaintiff's Motion to Consolidate with CV 00 0341048 dated December 4, 2000

Motion #142 Plaintiff's Motion to Consolidate with CV 00 0341049 dated December 4, 2000

Motion #143 Plaintiff's Motion to Consolidate with CV 00 0341050 dated December 4, 2000

Motion #145 Defendant Eugene Grant's Objection to Motion to Consolidate with CV 00 034 1050 dated December 15, 2000

Motion #146 Defendant Eugene Grant's Objection to Motion to Consolidate with CV 00 0341048 dated December 15, 2000

Grant, Eugene v. Alliance Capital Inc. CV 00 0341048
Motion # 102 Defendant's Motion to Consolidate with CV 00 0338520 dated December 4, 2000

Motion #103 Plaintiff's Objection to Motion to Consolidate With CV 00 0338520 dated December 15, 2000

Grant, Eugene v. Alliance Capital Inc. CV 00 0341049
Motion # 102 Defendant's Motion to Consolidate with CV 00 0338520 dated December 4, 2000

Motion #103 Plaintiff's Objection to Motion to Consolidate With CV 00 0338520 dated December 15, 2000

Grant, Eugene v. Alliance Foundation CV 00 0341050
Motion # 102 Defendant's Motion to Consolidate with CV 00 0338520 dated December 4, 2000

Motion #103 Plaintiff's Objection to Motion to Consolidate With CV 00 0338520 dated December 15, 2000

The above motions and objections have been submitted to this court. Alliance Foundation, et al. v. Eugene Grant, et al., Docket No. CV 00 0338520 has been transferred to the Complex Litigation Docket, which transfer has been appealed. The "Grant v. Alliance" Cases (Docket No. CV 00 0341048, docket No. CV 00 0341049, and Docket No. CV 00 0341050) have been proposed for transfer to the Complex Litigation Docket. Under these circumstances, the above

motions to consolidate and the respective objections will not be acted on at this time.

The Court will review the status of these motions and these cases in (30) days unless developments suggest an earlier review.

/s/ Adams, J.

APPENDIX D6

GRANT, EUGENE M. VS.
ALLIANCE CAPITAL, INC. CV-00-0341048/49/50

NOTICE OF A HEARING:

THE COURT HAS SCHEDULED A HEARING ON THE DEFENDANT'S OBJECTION TO TRANSFER TO THE COMPLEX LITIGATION DOCKET DATED JANUARY 26, 2001. THE HEARING IS SCHEDULED FOR MONDAY, MARCH 12, 2001 AT 10:00 AM, AT 229 NORTH ST., STAMFORD CT BEFORE THE HON. KEVIN TIERNEY. ATTENDANCE IS MANDATORY. IN THE EVENT THE COURT OVERRULES THE OBJECTION, COUNSEL SHOULD BE PREPARED TO DISCUSS THE FILE IN DETAIL AND SHOULD BRING COPIES OF THE PLEADINGS. DIRECT ANY QUESTIONS TO ROSE ANN RUSH, COURT OFFICER AT 203-324-0227 EXTENSION 334.

SUPERIOR COURT
146 WHITE STREET
DANBURY, CT 06810

JOYCE A. MORIN
559 RTE. 6
P.O. BOX 110
MAHOPAC NY 10541

DATED: FEB 22, 2001 DBD

APPENDIX D7

A.C. 21419	:	Superior Court
Docket No. CV000338520	:	Complex Litigation
The Alliance Foundation,	:	Docket at Stamford
Inc. et al.	:	
v.		
Eugene Grant, et al.	:	February 2, 2001

ORDER

This Court, Tierney, J., replies to the Plaintiffs' Motion For Rectification of Transcripts, dated January 22, 2001.

The Plaintiffs have prefaced the PROPOSED CORRECTIONS section of Exhibit A by stating: " The proposed corrections listed below may not reflect all corrections both technical and of substance. This Transcript needs further review to accurately address further corrections."

This Court, Tierney, J., will only comment on "Transcript #1", November 15, 2000, since this court did not preside over the October 16, 2000 hearing in "Transcript #2." This court will rule only on the items numbered 1-20 in Exhibit A. This court has not been requested to review other portions of "Transcript #1." This order will be filed with the Appellate Court in accordance with Practice Book Section 66-5.

In accordance with Practice Book Section 66-5, this court, as the trial judge who presided over the November 15, 2000 hearing finds: (1) No hearing shall be held "at which arguments may be heard, evidence taken or a stipulation of counsel received and approved." (2) This court will "make such corrections or

additions as are necessary for the proper presentation of the issues raised or for the proper presentation of questions reserved." (3) This court has reviewed the PROPOSED CORRECTIONS contained in Exhibit A of Plaintiffs' Motion For Rectification of Transcripts dated January 22, 2001 and compared it with the complete transcript of November 15, 2000 hearing, submitted and certified by Susan Wandzilak, Registered Professional Reporter, who was the court reporter at the November 15, 2000 hearing. (4) Certain errors have been corrected as set forth in the following paragraphs of this ORDER; said paragraphs are numbered 1-20 to correspond with the paragraphs numbered 1-20 of the Plaintiffs' PROPOSED CORRECTIONS.

1. Page 1, line 4: "CV00-0338520S" replaces CV00-0033852S;
2. Page 1, line 12: "Morin" replaces Moran. Note: throughout the transcript, attorney Joyce Morin's name should be corrected. This court, therefore, will not reference further the incorrect spelling of Morin as Moran;
3. Page 1, lines 15-17: " MICHAEL K. STANTON, ESQUIRE, Attorney for Weil, Gotshal and Manges, Mark Hoeig and David Stone" replaces lines 15-17 entirely. Mark Hoenig and David Stone are parties represented by Attorney Stanton. Therefore " Mr. Stanton" must be substituted for Mr. Hoenig on page 9, lines 1, 6, and 10; and page 13, line 27.
4. Page 2, line 24: " Michael Stanton for Weil, Gotshal and Manges, Mark Hoenig, and David Stone" replaces lines 24 and 25 entirely;
5. Page 11, line 18: "October 16" replaces August 16;
6. Page 16, line 8: "DTL-USA" replaces DTLU;
7. Page 16, line 12: "DTL-USA" replaces DTLU
8. Page 16, line 25 : "DTL-USA" replaces DTLU
9. Page 34, line 12: "new" replaces no;
10. Page 34, line 26: No Change;
11. Page 43, line 25: "To" replaces Sister; Page 43, line 25: "Ira Millstein" replaces Hire Milstein;

12. Page 43, line 26: "Reynolds and Rowella" replaces Ellends (ph);
13. Page 49, line 7: "philosophically" replaces philosophy;
14. Page 76, line 4: No change;
15. Page 76, line 22: "Ministry of" replaces administrative;
16. Page 81, line 16: "Qiriat Arba" replaces Curiot Arba (ph);
17. Page 81, line 19: " Qiriat" replaces Curiot;
18. Page 89, line 17: No change;
19. Page 99, line 22: "116" replaces 160;
20. Page 114, line 20: No change; the court record ended when this court recessed at 1:12 p.m.

The request "to tape all future hearings" is DENIED. Practice Book Section 1-10.

SO ORDERED.
Dated this 2nd day of February, 2001

BY THE COURT

/S/_____
Tierney, J.

NOTICE SENT: 2/9/01
JOYCE A. MORIN
YVONNE LIEBEL, PRO SE
ROBINSON & COLE, LLP
RUCCI, BURNHAM, CARTA & EDELBERG, LLC
CURTIS MALLET-PREVOST, COLT & MOSLE, LLP
HALLORAN & SAGE, LLP
CLERK, SUPERIOR COURT, DANBURY
CV00 0338520S

APPENDIX D8

A.C. 21419	:	Superior Court
DOCKET NO. CV000338520		
The Alliance Foundation, Inc.	:	Complex Litigation
Inc. , et al.		Docket at Stamford
v.		
Eugene Grant, et al.	:	February 23, 2001

ORDER

This court, Tierney J., replies to the Plaintiffs' Motion for Rectification of Docket Sheets and Missing files dated January 22, 2001.

The Plaintiffs' motion requested the following relief on page 6, " The Plaintiffs respectfully move this court for an order to correct the docket sheets contained within the court's file and the state of the file to conform to the true state of the pleadings, including but not limited to the items listed in Exhibit E, pursuant to P.B. Section 66-5." Exhibit E is a one page letter with a five page attached list from the Plaintiff Yvonne Liebel to Robert Jackson, Assistant Clerk, Superior Court Judicial District of Danbury.

In accordance with Practice Book Section 66-5, this court as the trial judge who presided over the November 15, 2000 hearing finds: (1) No hearing shall be held "at which arguments may be heard, evidence taken or a stipulation of counsel received and approved." (2) This court shall make such corrections or additions as are necessary for the proper presentation of the issues raised or for the proper presentation of questions reserved.' (3) This court has reviewed the original portions of the court's file in the possession of the Presiding Judge, Complex Litigation Docket, Judicial District of

Stamford-Norwalk. (4) After said review this court makes the following findings:

(a) this file is physically in the Danbury J.D. and never has been physically in Stamford;
(b) once the objection to transfer to Complex Litigation Docket was overruled on November 15, 2000, the Court Officer for the undersigned requested Therese Servas, TCA/Chief Clerk, Judicial District of Danbury send the file to Stamford;
(c) once the notice of appeal of, inter alia, the transfer to Complex Litigation was received, the Court Officer notified Ms. Servas on December 1, 2000 that the file should not be forwarded until either the appeal was dismissed or there was a termination of stay as to the transfer;
(d) the only original filings/pleadings that are in Stamford are as follows:

(i) #129- Application for Case Referral to Complex Litigation Docket dated 10/12/00, filed by Defendant Grant;
(ii) #131- Objection to Application for Case Referral to Complex Litigation Docket, dated October 12, 2000, filed by Plaintiffs;
(iii) #131.10- Supplement to October 12, 2000, Objection dated October 31, 2000, filed by the Plaintiffs;
(iv) #137- Objection to the transfer to Complex Litigation Docket, dated November 9, 2000 filed by Plaintiffs;
(v) #138- Motion for Continuance dated November 14, 2000, filed by Plaintiff Liebel.

(e) two of the items contained in paragraph 4(d) (i)- 4 (d) (v) were previously forwarded to the Appellate Court by the Complex Litigation Court Officer.

A copy of this order is being sent to Robert Jackson, Assistant Clerk, Superior Court Judicial District of Danbury along

with copies of the five documents set forth in paragraph 4 (d) (i)- 4 (d) (v) above.

All other requests made by the Plaintiffs of this Court are denied since this Court does not have and never did have possession of the remainder of the file.

SO ORDERED
Dated this 23rd day of February, 2001

BY THE COURT

/S/_____
Tierney, J.

Notice: 2/27/01
Yvonne Liebel
Joyce A. Morin
Curtis Mallet-Prevost, Colt & Mosle
Halloran & Sage, LLP
Robinson & Cole, LLP
Rucci, Burnham, Carta & Edelberg, LLC.
Clerk, Danbury J.D.
bjm

APPENDIX D9

Docket No. CV00-0341050S/49S/48S

Grant, Eugene	:	Superior Court
v.	:	Complex Litigation Docket at Stamford
Alliance Foundation	:	March 8, 2001

ORDER

1. The Motion for Continuance filed by Joyce A. Morin, counsel of record for Alliance Foundation, dated March 7, 2001 is DENIED.
2. The appearance filed by Joyce A. Morin for Alliance Foundation, is a general appearance for all purposes. The Practice Book does not permit conditional appearances in civil cases. No court has entered an order regarding any conditions to the general appearance of Joyce A. Morin for Alliance Foundation. Therefore, Joyce A. Morin's appearance is not conditional and she is required to appear before this court on March 12, 2001 at 10:00am fully authorized to speak for and bind her client, Alliance Foundation, according to law, in the same manner as all other counsel filing an appearance for parties in other civil actions in the Connecticut Superior Court.

SO ORDERED.

BY THE COURT,

/S/_____
Tierney, J.

Transcript Excerpt from Complex Litigation Docket hearing in Stamford before Hon. Judge K. Tierney, on November 15, 2000

Page 35 lines 12-18

MS. LIEBEL: Attorney Joyce Morin who I have a great deal of respect for and she has tried to help me to the best of her ability, she formally represents all the plaintiffs but primarily all she does is she reads documents prepared by me, edits the language and signs these documents to comply with the legal state requirement.

APPENDIX D10

Docket No. CV00-0341050S/49S/48S		
Grant, Eugene	:	Superior Court
v.	:	Complex Litigation Docket at Stamford
Alliance Foundation	:	March 9, 2001

ORDER

The Motion for Continuance filed by Attorney Joyce A. Morin via fax on March 9, 2001 is DENIED for failure to comply with Practice Book Sections 3-9 and 3-10.

SO ORDERED

BY THE COURT,

/S/_____
Tierney, J.

APPENDIX D11

Docket No. CV-00-0341048/49/50S	: SUPERIOR COURT
EUGENE GRANT	: JUDICIAL DISTRICT OF DANBURY
VS.	: AT DANBURY (also filed in Stamford)
ALLIANCE CAPITAL, INC.	: JANUARY 26, 2001

OBJECTION TO THE TRANSFER TO COMPLEX LITIGATION DOCKET

ORDER

The foregoing objection having been heard, it is hereby ordered : Overruled

THE COURT (Tierney, J.)
3/12/01

/S/_____
R Rush, Court Officer

APPENDIX D12

NO. A.C.21419
ALLIANCE FOUNDATION, INC.
ET AL. : APPELLATE COURT
V. : STATE OF CONNECTICUT
EUGENE GRANT ET AL. : MARCH 21,2001

ORDER

THE MOTION OF THE PLAINTIFFS-APPELLANTS, FILED FEBRUARY 20, 2001, FOR REVIEW OF ORDER CORRECTING TRANSCRIPT, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY

O R D E R E D NO ACTION NECESSARY.*

BY THE COURT,

*APPEAL DISMISSED THIS DATE.

/S/_____
ASSISTANT CLERK-APPELLATE

NOTICE SENT: MARCH 22, 2001
HON. KEVIN TIERNEY
CLERK, SUPERIOR COURT, DANBURY
CV00 0338520
JOYCE A. MORIN
RUCCI, BURNHAM, CARTA & EDELBERG, L.L.C.
YVONNE LIEBEL
ROBINSON & COLE
CURTIS MALLET-PREVOST, COLT & MOSLE
HALLORAN & SAGE, LLP

Er 779/002843

APPENDIX D13

NO. A.C.21419
ALLIANCE FOUNDATION, INC.
ET AL. : APPELLATE COURT
V. : STATE OF CONNECTICUT
EUGENE GRANT ET AL. : MARCH 21,2001

ORDER

THE SECOND REQUEST AND SUPPLEMENT MOTION OF THE APPELLANT, FILED MARCH 7, 2001, FOR RECTIFICATION OF DOCKET SHEETS AND MISSING FILES WHICH THE COURT TREATS AS A MOTION FOR ORDER, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY

O R D E R E D NO ACTION NECESSARY.*

*APPEAL DISMISSED THIS DATE.

BY THE COURT,

/S/_____
ASSISTANT CLERK-APPELLATE

NOTICE SENT:3/23/01
ROBINSON & COLE
RUCCI, BURNHAM, CARTQA & EDELBERG
YVONNE LIEBEL
CURTIS MALLET-PREVOST, COLT & MOSLE
HALLORAN & SAGE, LLP
JOYCE A. MORIN

Bjm 834-002907

APPENDIX D14

NO. A.C.21419
ALLIANCE FOUNDATION, INC.
ET AL. : APPELLATE COURT
V. : STATE OF CONNECTICUT
EUGENE GRANT ET AL. : MARCH 21,2001

ORDER

THE MOTION OF APPELLANT, FILED MARCH 3, 2001, FOR REVIEW OF JUDGE TIERNEY'S ORDER DATED FEBEUARY 23, 2001, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY

O R D E R E D NO ACTION NECESSARY.*

BY THE COURT,

*APPEAL DISMISSED THIS DATE.

/S/_____
ASSISTANT CLERK-APPELLATE
SUSAN C. REEVE

NOTICE SENT: MARCH 22, 2001
ROBINSON & COLE
RUCCI, BURNHAM, CARTQA & EDELBERG
YVONNE LIEBEL
CURTIS MALLET-PREVOST, COLT & MOSLE
HALLORAN & SAGE, LLP
JOYCE A. MORIN
HON. KEVIN TIERNEY
CLERK, SUPERIOR COURT, DANBURY
CV00 0338520S
Er 831/002908

APPENDIX D15

KEVIN W. AHERN
Attorney at law
33 Heritage Hill Road, Branford, Ct. 06405
Tel: 203-488-4520, Fax: 203-488-1465, E-mail: kwsahe@earthlink.net

March 30, 2001

To: Yvonne Liebel
From: Kevin W. Ahern
Re: Alliance Foundation, Inc., Et Al v. Eugene Grant, Et Al.

Dear Eva:

As I was passing through Stamford this morning I stopped at the Court house to review the files in the three new cases. While I was there the clerk informed me that your appeal in the above captioned matter was dismissed on March 22, 2001. You should check with Joyce immediately to see if she received a memorandum of decision.

/s/Kevin

APPENDIX D16

KEVIN W. AHERN
Attorney at law
33 Heritage Hill Road, Branford, Ct. 06405
Tel: 203-488-4520, Fax: 203-488-1465, E-mail: kwsahe@earthlink.net

April 3, 2001

To: Yvonne Liebel
From: Kevin W. Ahern
Re: Grant V. Alliance Capital, Inc.
Grant V. Alliance Capital, Inc.
Grant V. Alliance Foundation, Inc.

Dear Eva,

I remind you that I need input from you to complete the preliminary designation of pleadings for the appeal of the above cases. We should file these pleadings soon.

I received a call from Robinson and Cole this morning. One of their attorneys wants to discuss these cases before filing a motion to dismiss. It is customary to return calls to opposing counsel. Do you wish to participate in the conversation?

Sincerely,

/s/Kevin W. Ahern

* * *

April 4, 2001
To: Yvonne Liebel
From: Kevin W. Ahern
Re: Eugene Grant V. alliance Foundation, Joint Appeal

Dear Eva:

You had indicated that you wanted to discuss the preliminary designation of documents for the above appeal. Too date I have sent you several letters requesting your input. I reviewed the court files in both Stamford and Danbury. I made an index of these files' contents. The Preliminary designation of pleadings has to be based upon the contents of the Court file. As I previously explained to you the Appellate Court sits as a court of review. It determines the propriety of the trial court's actions with respect to the contents of the file. I can put together a preliminary designation of pleadings from the court files if you wish. I really am not certain what else it is that you want included which was contained in your 121fax. That was the subject of the above referenced letters to you earlier this week.
/s/Kevin W. Ahern * * *

April 7, 2001
To: Yvonne Liebel
From: Kevin W. Ahern
Re: Eugene Grant V. alliance Foundation, Joint Appeal

Dear Eva:

We need to file the supporting documents with the Appellate Court in the above matters. You had indicated that you wanted to have some input with respect to the preliminary designation of documents. I have sent you several letters concerning this matter. Wee need to get these documents on file very soon or we may run into problems with late filing.

Pursuant to your instructions I worked on the petition for certification in the case of the Alliance Foundation, Inc. et al. v. Eugene Grant et al. rather than the supporting appellate pleadings for the above captioned matters this weekend. However, following the completion of the other work, I went back to work on the above mentioned supporting documents for the appeal.

Enclosed are the preliminary statements of issues, preliminary designation of pleadings, docketing statement, statement for preargument conference, notice of appeal and docketing sheets. Please review them at your earliest convenience. We need to file these documents very soon.

Thank you for your kind attention to this matter.

Sincerely,
/s/ Kevin W. Ahern

* * *

April 10, 2001
To: Yvonne Liebel
From: Kevin W. Ahern
Re: Eugene Grant V. alliance Foundation, Joint Appeal

Dear Eva:

I faxed you the supporting documents for the appeal of the above three matters over the weekend. Please review them. These documents need to be filed with the Court.

Sincerely,
/s/Kevin Ahern

* * *

April 13, 2001
To: Yvonne Liebel
From: Kevin W. Ahern
Re: Eugene Grant V. alliance Foundation, Joint Appeal

Eva:

There may be a way to transfer the appeals pending in the above captioned matter to the Supreme Court without having to withdraw them from the appellate court or file a new appeal. However, you need to file the supporting appellate documents that I faxed you last weekend in order to do it. I urge you to file these documents soon. I think you need the input of all your attorneys in this matter before a decision is made on the business of transfer.

Sincerely,
/s/ Kevin W. Ahern

* * *

April 18, 2001
To: Yvonne Liebel
From: Kevin W. Ahern
Re: Eugene Grant V. alliance Foundation, Joint Appeal

Eva:
..... There is also the matter of the pending appeal to the Appellate Court in this matter. Do you wish to proceed with it? Do you wish to file the supporting documents? If so, we need to file them very soon. Otherwise, the Court may dismiss the appeal on its own motion or motion of opposing counsel. The Court wants t know what you want to do. We need to answer the Court's telephone inquiry. I repeatedly asked you how you wish to proceed in this matter with respect to filing these documents. I still do not have an answer. Do you want to move for an extension of time? Do you want to begin drafting Briefs? If so time is becoming short. Furthermore, the Court may not allow you a duplicate appeal to the Supreme Court in the same matter, or duplicate appeals may open the door to opposing counsel's motion to dismiss one or the other.

Please call me today to discuss these matters.
Thank you for your kind attention in this matter.

Sincerely,
/s/Kevin W. Ahern

APPENDIX D17

P.O.BOX 3245 RIDGEWAY STATION
123 HOYT STREET
STAMFORD, CONNECTICUT 06905

EFFECTIVE DATE 03/30/2001 OF TRANSFERRED CASE -
THE FOLLOWING DOCKET NUMBER:
CV-01-0183182-S
HAS BEEN ASSIGNED TO THE CASE OF:
ALLIANCE FOUNDATION ETAL
VS.
GRANT, EUGENE ET AL

WHICH HAS BEEN TRANSFERRED BY THE CURT TO:
STAMFORD JUDICIAL DISTRICT.
PLEASE USE THIS NUMBER ON ALL FUTURE PLEADINGS,
MOTIONS, AND CLAIM SLIPS.

CLERKS OFFICE, JUDICIAL DISTRICT
SUPERIOR COURT
P.O.BOX 3245 RIDGEWAY STATION
123 HOYT STREET
STAMFORD, CONNECTICUT 06905

JOYCE A. MORIN
559 RTE. 6
P.O.BOX 110
MAHOPAC NY
10541

APPENDIX D18

Faxed on April 19-01 at 1:06 PM by Attorney Ahern 203-488-1465

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 16, 2001

Dear Counsel and Pro se Parties:

The attached, recently-filed appeal, has been assigned docket number A.C.21768 Eugene M. Grant v. Alliance Capital Inc.

The case manger responsible for this appeal is: Cynthia Gworek Questions are encouraged; to ask them, direct-dial your case manager at 860-757-2149.

It is the policy of the Appellate system to maintain normal operations (9am to 5 pm, Monday through Friday) whenever reasonably possible. There maybe occasions, however, when normal operations may be temporarily suspended or curtailed, such as severe inclement weather. On those occasions, a recorded message will be played when the general public number, 860-757-2200, is dialed.

Documents due on a day when operations are suspended or curtailed may be filed on the next day when the office is required to be open. Practice Book Section 63-2.

We strive to conduct the business of the Courts courteously and efficiently. If you have comments about how we do that, I would like to hear from you.

Very truly yours,

/s/_____

Francis J. Drumm, Jr.

APPENDIX D19

Kevin W. Ahern
Attorney at law
33 Heritage Hill Road, Branford, CT 06405
Tel: (203) 488-4520 Fax: (203) 488-1465

April 22, 2001

Appellate Court
231 Capitol Avenue
Hartford, CT

Attention: Appellate Clerk
Re: Grant v. Alliance Capital Inc.
Docket No. CV 00 0341048 S
Grant V. Alliance Capital, Inc.
Docket No. CV 00 0341049S
Grant V. The Alliance Foundation, Inc.
Docket No. CV 00 0341050S

Dear Sir/Madam:

On March 29, 2001 Alliance Capital, Inc. and The Alliance Foundation, Inc. filed a notice of joint appeal with the Superior Court in the Judicial District of Danbury at Danbury. The issues presented for appeal were similar to those contained in an appeal which was assigned the docket number of AC 21419, which had been dismissed on March 22, 2001. The Defendants in the above captioned matters were not notified of the dismissal, and found out about it completely by accident on March 30, 2001. Despite the dismissal by the Appellate Court, this dismissal is not a final judgment. Certification for review of this matter is being sought from the Supreme Court. Had the Defendants in the above captioned matter known of the dismissal, they would not have filed the appeal., but rather would have sought direct review by the Supreme Court pursuant to CGS Section 52-265a.

The Defendants did not file the supporting documents required by PB Section 63-4. The Appellate Clerk assigned a docket number of AC 21768 to this joint appeal before the Appellants filed an endorsed copy of the appeal and any of the PB Section 63-4 documents. PB Section 63-3 clearly indicates that a docket number is to be assigned only after the appellants have the endorsed copy of the appeal form. My client has not authorized me to file a withdrawal of this appeal, but instead requests the Appellate Clerk to reverse all actions taken in this matter to date.

With respect to appeal number 21419 the docket sheets on record with the Court indicate that this appeal was withdrawn rather than dismissed. My client is deeply concerned about this error because it has appeared on the Internet. My client has requested that you correct this error in the docket entry to show that the appeal was dismissed.

Sincerely,
/S/ Kevin Ahern

APPENDIX D20

NO. A.C.21768
EUGENE GRANT

: APPELLATE COURT

V. : STATE OF CONNECTICUT

ALLIANCE CAPITAL, INC. : JUNE 20, 2001

ORDER

THE MOTION OF THE PLAINTIFF, FILED APRIL 17, 2001, TO DISMISS THE APPEAL OF THE DEFENDANT, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY

O R D E R E D GRANTED.

BY THE COURT,

SCHALLER, J.,
IS RECUSED

/S/_____

ASSISTANT CLERK-APPELLATE
CYNTHIA M. GWOREK

NOTICE SENT: JUNE 20, 2001
ROBINSON & COLE
KEVIN W. AHERN
CLERK, SUPERIOR COURT, DANBURY
CV00-0341048S, CV00-0341049S, CV00-0341050S
HON. TAGGART D. ADAMS
PAC
Mkm 1006/003110

APPENDIX D21

NO. A.C.21768
EUGENE GRANT

: APPELLATE COURT
V. : STATE OF CONNECTICUT

ALLIANCE CAPITAL, INC. : JUNE 20, 2001

ORDER

THE MOTION OF THE PLAINTIFF, FILED APRIL 17, 2001, FOR SANCTIONS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY

ORDERED DENIED.

BY THE COURT,

SCHALLER, J.,
IS RECUSED

/S/_____
ASSISTANT CLERK-APPELLATE

CYNTHIA M. GWOREK

NOTICE SENT: JUNE 20, 2001
ROBINSON & COLE
KEVIN W. AHERN
CLERK, SUPERIOR COURT, DANBURY
CV00-0341048S, CV00-0341049S, CV00-0341050S
HON. TAGGART D. ADAMS
PAC
Mkm 1007/003109

APPENDIX D22

JOYCE A. MORIN
Attorney At Law
559Route 6 * P.O.Box 110 * Mahopac, New York 10541
Phone (845) 628-1825* Fax (845)628-1605

July 18, 2001

Joseph Clasen, Esq. – Fax No. 1-203-462-7599
Robinson & Cole, LLP
695 East Main ST.
P.O.Box 10305
Stamford, CT 06904

Re: The Alliance Foundation, et al
Vs. Eugene Grant et al.
X05 CV 01 0183 182-S

Dear Mr. Clasen:

I am in receipt of your notice of Deposition scheduled for tomorrow, July 9, 2001, at your office.

Please be advised that this attorney no longer represents The Alliance Foundation, or its founder, Yvonne Liebel. Accordingly, I will not be at your office on July 19, 2001.

I will provide the appropriate papers to inform the Court and all parties involved.

Very truly yours,

/s/ Joyce A. Morin

cc: Yvonne Liebel- Fax No. 1-203- 438-0040

APPENDIX D23

Page 1 LIEBEL 10/25/00

AM
10:15 Agent arrives at client's home address
10:38 Agent departs with client. There is a private guard present.
10:50 Agent & client arrive at client's office. Alarm is jammed.
11:00 Former bookkeeper "Paul" arrives & writes an affidavit on his behalf. Maintenance is working on heating radiator. The accounting office was flooded with water and files were wet.

12:45 It's noticed the main entrance into the office has damage on the door in the handle area, the wood is split and broken, there is also damage to the door frame which exactly co-insides with the damage on the door. There is fragmented wood and paint debris on the floor under where the door would be positioned when closed. Also, the accounting room door directly behind main door has very similar markings on the door and door's frame with same type of

debris found on floor where door latches when clōsed. Also Also, one of three, 4 drawer file cabinets was unsecured, the lock was found to be on top of the cabinet with no key in sight. The security bar that was the length of the four drawers was found across the room on the floor.

PM
1:25 Agent and Client in process of departing.

/s/_____
Mgr. Discreet Investigations, Inc.
203-448-5429

APPENDIX D24

Abraham Uzi Waks, MD. F.A.C.P.
Internal Medicine, Hypertension & Nephrology

March 26, 2001

To: Whom It May Concern
Re: Yvonne Liebel

The above patient has been under my care since February 27, 2001 for lightheadedness and bronchial irritation.

Mrs. Liebel was exposed to Bromine in Connecticut and experienced eye and bronchial irritation. Since leaving her polluted environment she had been feeling much better. She has still some

lightheadedness. Bromine level, blood and urine, are still above normal range but less than toxic level.

I recommended her to stay another month out of Bromine polluted environment. Please feel free to call me for additional information regarding this matter.

Sincerely,

/s/_____

Abraham Uzi Waks M.D.
Clinical Associate Professor of Medicine UCLA
8920 Wilshire Blvd. Beverly Hills, CA90211

APPENDIX D25

THE ALLIANCE FOUNDATION, INC.
54 Danbury Road, Suite 300, Ridgefield, CT 06877
Tel: 203-431-8655 Fax: 203-438-4677

June 22, 2001

Via: Fax (2 pages)
203-356-9471

Rose Ann Rush, Esq.
Superior Court - Stamford
Complex Litigation Docket (CLD)
123 Hoyt Street
Stamford, CT 06905

Re: Resignation of Counsel
The Alliance Foundation, Inc. et al v. Eugene Grant, et al., CV-00-0338520-S, DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, CV-00-0338142-S, Eugene Grant v. The Alliance Foundation, Inc. CV-00-0341050-S and Eugene Grant v. Alliance Capital, Inc., cases CV-00-0341048-S and CV-00-0341049-S

Dear Ms. Rush:

In April this year Attorney Kevin Ahern resigned from his representation of the three Grant cases No.'s CV-00-0341048-S/49-S/50-S. His resignation came a result of my refusal to go forward with the appeal of these cases to the Appellate Court after I learned that the appeal on case No. CV-00-0338520-S was dismissed. Although the appeal process was never completed in accordance with P.B 63-3, the Court assigned this non-appeal a docket number and a case manager. Against the interest of the corporations

Attorney Ahern urged me to immediately respond to the Motion to Dismiss Appeal and Motion for Sanctions filed by Attorney Joseph Clasen, which I refused to do. Against my instructions, attorney Ahern further validated the appeal by filing on his behalf an answer to the Motion for Sanctions. Yesterday, Attorney Ahern faxed me a copy of the Appellate Court decisions dismissing this appeal and denying the sanctions. Attorney Ahern offered no explanation or advice with regard to this matter. Since this incident I find I can no longer depend on Attorney Ahern's legal advice and thereby accept his resignation as of today with regard to any of the above corporations.

In addition, on June 18, 2001, I received a fax letter from Attorney Joyce Morin, informing me of her resignation. This came as a surprise, especially after I had sent this Court our intent to add her back to the cases represented by Attorney Ahern. Attorney Morin 's primary reason for resigning was that she was not getting her fee of $1000 a month in a timely fashion, although she had always received her payments within 30 days or sooner and received her last payment only few days prior to her resignation. I asked Attorney Morin to remain counsel for the corporations but did not yet receive her final response.

Considering these circumstances you may contact me directly with regard to any conferences or other related matters at:

Fax: 203-438-0040 and 310-657-2731
Phones: 203-438-4377 or 203-894-9702
Cell phone: 310-435-0769
Address: 106 Great Hill Road, Ridgefield, CT 06877

Sincerely

/S/Yvonne Liebel

Cc: Kevin Ahern, Esq. 203-488-1465
Joyce Morin, Esq. 845-628-1605
Joseph L. Clasen, Esq. 203-462-7599
Brian Wille, Esq. 212-808-8108
Stephen Fogerty, Esq. 203-227-6992
Karen Linder, Esq. 203-655-4302
Susan Reeve, Clerk Appellate Court 860-757-2217
Robert Jackson, Assistant Clerk, Danbury Superior Court 203-207-8642

APPENDIX D26

5/27/01 Photograph of car window

APPENDIX D27

July 5, 2001, Residence Interior Doors